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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 17, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on September 10, 2013

AWARDS AND PROCLAMATIONS

- Proclamations:

No Texting While Driving - It Can Wait Day
National Ballroom Dance Week
Constitution Week
- Awards:

Excellence in Procurement Award

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Michael Shatz - Citizens Review Board.
2. Jennifer McCoy - Protection from violence that has happened at the Southwind Women's Center.
3. Brandon Johnson - Gang Violence and Alternative Actions.
4. Don Landis - Citizens Review Board for Police Department Shootings.
5. John Axtell - Public Safety and Public Waste in the City.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 19)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. **Public Hearing and Tax Exemption Request, WSM Industries, Inc. (District IV)**

RECOMMENDED ACTION: Close the public hearing and approve first reading of the ordinance granting WSM Industries, Inc. a 59% tax exemption on the identified real property improvements for a five year term, plus a 59% tax exemption for a second five-year term, subject to City Council review.

2. **2014 Employee Health Insurance, Vision and Dental Insurance.**

RECOMMENDED ACTION: Based on the recommendations of the Health Insurance Advisory Committee and the City's benefit consultant, IMA, Inc.: (1) approve converting the City's dental plan from fully-insured to self-insured and authorize the signature of the Purchasing Manager to approve the contract with Delta Dental of Kansas providing third party administrative dental services for the stated rates beginning January 1, 2014; (2) approve the 2014 working rates for the Premium PPO, Select PPO and Vision Plans; and (3) approve increasing the dental dependent child eligibility age maximum from 23 to 26 years of age, and eliminate the full-time student status requirement.

3. **Regional Service Provider Application.**

RECOMMENDED ACTION: Approve submission of an application to Interfaith Housing Services to become a regional service provider for the Kansas Individual Development Account initiative, Creating Assets, Savings and Hope (CASH) and authorize the necessary signatures.

4. 2012-2013 HUD Consolidated Plan Annual Performance and Evaluation Report.

RECOMMENDED ACTION: Close the Public Hearing, approve the Consolidated Annual performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

(10:00 a.m. or soon thereafter)

5. General Obligation Note Sale.

RECOMMENDED ACTION: 1) Approve the bids; 2) award the sale of each series of the Notes subject to approval of the final sizing terms of the Notes by the City Manager, his designee or the Director of Finance; and 3) adopt the Note Resolutions.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 16, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Melinda S Foley	Food For Thought, Inc. ***	2929 East Central
<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Roberto Beltran	Alejandro's Fast Mexican Food**	1212 South Rock Road
German Granados	Usuluteco Restaurant**	1428 North Armour
Jose Castaneda-Lumbreras	Calvin's Hamburger Haven**	1929 South Seneca
Sam Patel	Hawthorn Suites*	2405 North Ridge Road
<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	Quik Trip #326R***	750 South Broadway

* Tavern (less than 50% of gross revenues from sale of food)

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

a. Community Events - Rosstoberfest 5 K. (District II)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Change Orders:

a. Change Order No. 8 – Harry and Rock Intersection. (District II)

b. Change Order No. 9 - Central Avenue from 135th to 119th Streets West. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

6. Property Acquisitions:

- a. Partial Acquisition of 2825 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- b. Partial Acquisition of 2700 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Police and Fire Retirement, July 24, 2013
Joint Investment Committee, August 1, 2013

RECOMMENDED ACTION: Receive and file.

8. Emergency Solutions Grant Budget Adjustment.

RECOMMENDED ACTION: Approve a budget adjustment for the 2012-2013 Emergency Solutions Grant program, and authorize the amendments to the funding agreement.

9. Contracts and Agreements for August 2013.

RECOMMENDED ACTION: Receive and file.

10. Request for an Extension of the Letter of Intent for the Issuance of Health Care Facilities Revenue Bonds, Larksfield Place. (District II)

RECOMMENDED ACTION: Approve the six month extension of the Letter of Intent.

11. Acceptance of a State Historic Preservation Grant to provide a Steel Window Repair Workshop.

RECOMMENDED ACTION: Accept the grant award and authorize the City Manager to sign the project agreement.

12. Acceptance of a Historic Preservation Fund Grant to continue South Central Neighborhood Building Survey. (District III)

RECOMMENDED ACTION: Accept the Historic Preservation Fund grant award and authorize the City Manager to sign the Project Agreement.

13. Acceptance of a Historic Preservation Fund Grant to provide Training Scholarships for Historic Preservation Board Members and Staff.

RECOMMENDED ACTION: Accept the grant award and authorize the City Manager to sign the agreement.

14. Bicycle Enhancement Projects.

RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

15. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

16. Second Reading Ordinances: (First Read September 10, 2013)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. *SUB2011-00011 -- Plat of Skyway West 2nd Addition located on the southeast corner of 31st Street South and 119th Street West. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

18. *SUB2011-00012 -- Plat of Skyway West 3rd Addition located on the Northwest Corner of 31st Street South and Maize Road. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

19. *WAA Report of Board of Bids and Contracts dated September 16, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (WSM Industries, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: WSM Industries, Inc. (formerly known as Wichita Sheet Metal Supply, Inc.) is a manufacturer and distributor of a complete line of HVAC equipment and supply products. The company's products include sheet metal, spiral pipe, duct and fittings, registers and grills, venting, fiberglass ducting, adhesives, and tools and fasteners for both commercial and residential builders and subcontractors. The Company's headquarters and main branch are located in Wichita with five additional branches in Colorado, Nebraska, and Iowa. The majority of the manufacturing operations are conducted at the Company's Wichita facilities located at 1601 S. Sheridan, in southwest Wichita. The Company's trade territory now includes Kansas, Nebraska, southern South Dakota, Colorado, Wyoming, Iowa, Missouri, Arkansas, Oklahoma and northern New Mexico.

The Company was organized in 1909 as Wichita Sheet Metal Works. In 1951, the business was incorporated and subsequently became known as Wichita Sheet Metal Supply, Inc. Since that time, the business has operated exclusively as a wholesale and manufacturing business. In 1983, the heirs of the founder sold their stock to WSM Investments, Inc. (now known as WSM Industries, Inc.). The stockholders include Freda V. Moore, CEO of the Company, John Griffitt, President and James B. Doyle, the Vice-President and Manager of the Omaha, Nebraska Division.

In 2012, WSM Industries, Inc. submitted a letter of intent to seek an Economic Development Tax Exemption ("EDX") to the City for a building expansion and the Company is requesting approval of the EDX tax abatement.

Analysis: WSM Industries has added approximately 31,000 square feet of warehouse space to its facility at 1601 S. Sheridan as a result of the expansion, at a cost of \$939,593. WSM also invested \$1,228,144 in machinery and equipment for a total project investment of \$2,167,737. WSM Industries currently employs 103 in Wichita with an average annual salary of \$51,084 and intends to hire an additional 10 employees over the next five years at an average annual salary of \$31,450. Based upon capital investment and job creation, WSM Industries qualifies for a 59%, five-plus-five year tax exemption under the City's economic development incentive policy.

WSM Industries leases the land from a related party which is a real estate holding entity. Under State law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership. The Kansas Court of Tax Appeals (COTA) has determined that in those circumstances, an EDX exemption must also be granted on at least one item of personal property (machinery or equipment) that is owned by the qualifying company for the same term. However, since in

this case the lease is only for the land, and the real property improvements are owned by the company requesting the exemption, COTA does not require the exemption of machinery or equipment.

Financial Considerations: Based on the 2012 mill levy, the estimated taxable value of exempted property for the first full year is approximately \$16,710. The value of the 59% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 4,500	State	\$ 209
County	\$ 4,081	USD 259	\$ 7,920

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	2.37 to one
City of Wichita Debt Service Fund	2.57 to one
Sedgwick County	2.11 to one
USD 259	1.50 to one
State of Kansas	7.01 to one

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the ordinance granting WSM Industries, Inc. a 59% tax exemption on the identified real property improvements for a five year term, plus a 59% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of September, 2013, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and WSM Industries, Inc. hereinafter referred to as the “Company.”

WHEREAS, the Company currently operates a manufacturing and warehousing and distribution facility in Wichita, Kansas, and will complete a building expansion, including equipping of said expansion, to its current facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between January 1, 2012 and December 31, 2012, the Company built and equipped an expansion to its existing facility, located at 1601 S. Sheridan, Wichita, Kansas, at a cost of \$2,167,737, to be used exclusively for the purposes of manufacturing and warehousing and distributing articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to December 31, 2017, employment of not less than one hundred three (103) employees at the new facility;

- C. On or prior to December 31, 2017, the Company will add an additional ten (10) new jobs at the new facility, and thereafter, maintain employment of not less than one hundred thirteen (113) employees through December 31, 2022;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the expansion and equipping of a building by the Company pursuant to Section 1.A., above, shall be entitled to an 59% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2013, such commencement date is contingent on the project actually being completed by December 31, 2012, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 59% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not

contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: WSM Industries, Inc.
Attn: John Griffit
1601 S. Sheridan
Wichita, KS 67213

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

WSM INDUSTRIES, INC.

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

Name: _____
Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

FIRST PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 27, 2013

ORDINANCE NO. 49-577

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF WSM INDUSTRIES, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, WSM Industries, Inc., requests an ad valorem tax exemption on a proposed expansion project of 59% for a five-plus-five year term on the expansion and equipping of its existing facility; and

WHEREAS, WSM Industries, Inc. has operated within the City for more than one hundred years as a manufacturer and warehousing and distribution company; and

WHEREAS, WSM Industries, Inc., proposes a \$2,167,737 expansion and equipping of a building located at 1601 S. Sheridan in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by WSM Industries, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on September 17, 2013; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. WSM Industries, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by the expansion and equipping of an existing building.
2. The expansion and equipping for which the exemption is given occurred after January 1, 2012. No exemption will be given for expansion and equipping which occurred before that date.

3. Such expansion and equipping is to be used exclusively for manufacturing and warehousing and distribution of articles of commerce.

4. By such expansion, WSM Industries, Inc. will retain 103 employees and create new employment for 10 employees within five years after the start of the project and a total of 113 new employees within ten years.

5. Tax exemption will be given only for the expansion and equipping of the existing building.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by WSM Industries, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing and warehousing and distribution of articles of commerce.

2. WSM Industries, Inc. is hereby granted an ad valorem tax exemption of 59% for a five-year term on the expansion and equipping of an existing building and 59% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 1601 S. Sheridan in southwest Wichita, at an estimated cost of \$2,167,737. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and WSM Industries, Inc. may be required to repay amounts previously abated), in the event of any failure by WSM Industries, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and WSM Industries, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of WSM Industries, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in WSM Industries, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated May 1, 2013 and as stated in WSM Industries, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that WSM Industries, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which WSM Industries, Inc. has executed with the City.

7. The City Council may, at its discretion, require WSM Industries, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which WSM Industries, Inc. has executed with the City.

8. Upon finding that WSM Industries, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on WSM Industries, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 24th day of September, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

REVISED 09/13/13

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: 2014 Employee Health, Vision & Dental Insurance (All Districts)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the 2014 employee health insurance working rates, approve the conversion of dental benefits to self-insurance, approve the 2014 employee dental rates and approve the extension of eligible dental member's children to age 26.

Background: The City's health insurance and prescription drug program has been self-insured and administered through a third party since January 1, 2007. Alternatively, the City's dental and vision insurance programs are fully-insured.

The City contracts with a benefit consultant, IMA, Inc., to monitor the programs, recommend plan modifications, facilitate cost containment programs and provide rate analysis for recommended funding and premium (working rate) charges. The City also utilizes a Health Insurance Advisory Committee (HIAC) to oversight the programs, recommend program renewals or modifications to existing programs, and recommend changes in health coverage and costs, as required. The Committee includes representatives from the Fraternal Order of Police Local 105, International Association of Firefighters Local 135, Service Employees International Local 513, Teamsters Local 795, Employees Council (non-union) and other City staff.

Effective January 1, 2011, the Affordable Care Act (ACA) required health plans to eliminate lifetime maximum benefit limits by gradually phasing out annual benefit limits over the next four years, which required modifications to the City's existing health plan. On October 5, 2010, the City Council approved a phased plan to gradually increase annual benefit limits for Plan years 2011 through 2013, and finally eliminating all annual and lifetime health care benefit limits in Plan year 2014. Also, beginning July 1, 2014, the ACA requires all fully-insured employee benefit plans to pay up to a 2.5% providers fee, with this fee increasing in subsequent years. These fees are charged at the insurance carrier level and are passed directly to the members who, under the City's plan, pay 100% of dental premiums and 20% of the vision premiums. Self-insured plans are exempt from the ACA provider fee.

Approximately two years ago, on September 20, 2011, the City Council accepted the recommendation of the HIAC and approved Delta Dental of Kansas as the fully-insured employee dental provider. Vision Service Plan (VSP) was also approved as the fully-insured employee vision service provider. Both of these contracts expire on January 1, 2015.

Analysis: In July of this year, the City instructed IMA to secure cost effective self-insurance third-party administrator (TPA) pricing from both Delta Dental and VSP that would allow the City to convert from fully-insured to self-insured plans, while retaining access to Delta and VSP's current provider networks and pricing. Although both vendors agreed to provide third-party administrative services for the remaining terms of their current contracts, it is not feasible to self-insure vision services at this time since vision is currently bundled with health insurance. To effectively self-insure vision, a separate employee election option would be necessary under ACA provisions. Staff will revisit a self-insured vision option for benefit year 2015.

Also, in an effort to streamline internal administrative processes and meet employee needs, it is recommended that dental benefits be expanded to include provisions to extend eligible dependent children to age 26, eliminating the full-time student status requirement to mirror the dependent requirements in the health plan.

As a fully-insured plan, Delta Dental rates were contractually scheduled to increase by 6% for 2014, which includes the ACA provider fees. With the proposed change to provide benefits to children up to age 26, both the Traditional and Preferred Plans will experience increases of 8.5% from the 2013 rates under the fully-insured option. Comparatively, under the self-insured option, the 2014 rates for the Traditional Plan reflect only a 4% increase from the 2013 rates. For Delta's Preferred Plan, the self-insured rates reflect an increase of 9.5% from the 2013 rates.

Since the City's health plan is self-insured, "working rates" are established as opposed to premiums. IMA has calculated the 2014 working rates for the City's Premium PPO Plan and the Select PPO Plan. The rates for both plans are based on actual and forecasted medical trend assumptions. Items used to calculate the trend assumptions establishing the 2014 working rates include:

- Coventry's Third Party Administrator ASO fees
- Catamaran's administrative & PBM fees
- Wellness costs
- Vision benefits through Vision Services Plan Insurance Company
- Stop-loss insurance
- Healthcare Reform
- Claims history

Financial Considerations: Based on the actuarial trend analysis, IMA and the HIAC recommend a 4.9% increase in the health insurance working rates for both the 2014 Premium and Select Health Plans. This rate increase compares relatively even to the regional trend and favorably to the national inflationary trend currently running between 8% and 12%. IMA and the HIAC also recommend conversion to a self-insured dental plan, with estimated savings of approximately \$47,000 to City employees for the 2014 plan year.

The 2014 health insurance rate comparison is as follows:

HEALTH/RX/VISION	2013-CURRENT			2014 ENROLLMENT		
	Monthly Rate	City Cost	Employee Cost	Monthly Rate	City Cost	Employee Cost
<i>Premium PPO</i>						
INDIVIDUAL	\$453.30	\$362.64	\$90.66	\$475.66	\$380.52	\$95.14
FAMILY	\$1,356.36	\$1,085.10	\$271.26	\$1,423.43	\$1,138.75	\$284.68
<i>Select PPO</i>						
INDIVIDUAL	\$373.79	\$345.31	\$28.48	\$392.13	\$362.33	\$29.80
FAMILY	\$1,117.82	\$1,033.12	\$84.70	\$1,172.81	\$1,084.15	\$88.66

The following information compares the current 2013 dental rates to those of fully-insured and self-insured options that both include the proposed change for eligible dependent children to age 26, effective January 1, 2014:

DENTAL PLAN	2013-CURRENT	2014 FULLY- INSURED (AGE 26)	2014 SELF-INSURED (AGE 26)
<i>Traditional Plan</i>			
SINGLE	\$31.54	\$34.22 \$33.43	\$32.80
EMPLOYEE+1	\$63.12	\$68.49 \$66.91	\$65.64
FAMILY	\$105.44	\$114.40 \$111.77	\$109.66
<i>Preferred Plan</i>			
SINGLE	\$20.66	\$22.42 \$21.90	\$22.62
EMPLOYEE +1	\$39.28	\$42.62 \$41.64	\$43.02
FAMILY	\$68.40	\$74.21 \$72.50	\$74.90

Legal Considerations: The contracts will be subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council, based on the recommendations of the Health Insurance Advisory Committee and the City's benefit consultant, IMA, Inc.: (1) approve converting the City's dental plan from fully-insured to self-insured and authorize the signature of the Purchasing Manager to approve the contract with Delta Dental of Kansas providing third party administrative dental services for the stated rates beginning January 1, 2014; (2) approve the 2014 working rates for the Premium PPO, Select PPO and Vision Plans; and (3) approve increasing the dental dependent child eligibility age maximum from 23 to 26 years of age, and eliminate the full-time student status requirement.

Attachments: None

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Regional Service Provider Application

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve submission of an application to Interfaith Housing Services to become a regional service provider for the Kansas Individual Development Account initiative, Creating Assets, Savings and Hope (CASH) and authorize the necessary signatures.

Background: Interfaith Housing Services (IHS) has been designated by the Kansas Department of Commerce to administer the Individual Development Account (IDA) program called Creating Assets, Savings and Hope (CASH). IDAs are matched savings accounts designed to help households accumulate funds for high return investments in homeownership, home repair, post-secondary education, specialized skills training, or small business capitalization. IDAs are designed to increase savings and investments for the working households whose income falls below 200 percent of the federal poverty guidelines.

Interfaith Housing Services is a nonprofit organization based in Hutchinson, Kansas. IHS partners with agencies in and outside of Hutchinson, to implement the CASH program. It is not affiliated with the Inter-Faith Ministries organization.

Analysis: The Wichita Sedgwick County Community Action Partnership (formerly CDO) is developing a new program model which will provide clients with tools to help them achieve financial stability. The new approach is based on the Annie E. Casey Foundation model for Family Economic Success. The Foundation promotes a three-pronged strategy for participating families: 1) Earn It; 2) Keep It; 3) Grow It. Wichita Sedgwick County Community Action Partnership (WSCCAP) will contract with a local provider to help families with the ‘earn it’ component of the model. The Individual Development Account or CASH program is a tool which the WSCCAP will use to help families ‘keep’ and ‘grow’ their earnings. It will provide an incentive to families to begin a savings program which will be one of the steps toward achieving financial stability and maximizing family assets.

This savings incentive program is a proven economic development tool which creates more homeowners, safer homes, small businesses, and higher educated wage earners. In a recent publication the Casey Foundation highlights progress made using this model and the CASH/IDA tool for families in Baltimore, Maryland. Building assets and strengthening families in Baltimore includes assisting with income tax filings, preparing household budgets, making wise decisions when purchasing goods and services, purchasing or preserve their housing and saving for the future.

Interfaith Housing Services provides similar supports for low income families with a goal to transitioning them off government and social services assistance, breaking the cycle of generational poverty, and building assets in the community. They provide education, resources, support and encouragement throughout the savings process and beyond.

In Wichita the support services will be provided by WSCCAP staff or community partners. Participating families will receive a two to one match on their savings funded by Interfaith Housing Services if WSCCAP becomes a regional service provider.

The concepts associated with the Interfaith Housing Services CASH program are parallel to those of the new model for the Wichita Sedgwick County Community Action Partnership program, and will be essential to meeting the goal of financial stability for families who will be invited to participate. Staff will pilot the program with families receiving housing assistance through the Wichita and Sedgwick County Housing Authorities.

Financial Considerations: The Interfaith Housing Services CASH program is funded by the Kansas Department of Commerce through Interfaith Housing Services. No general funds are involved.

Legal Considerations: The Law Department has approved the application and Memorandum of Understanding documents as to form.

Recommendations/Actions: It is recommended that the City Council approve submission of an application to Interfaith Housing Services to become a regional service provider for the Kansas Individual Development Account initiative, Creating Assets, Savings and Hope (CASH) and authorize the necessary signatures.

Attachments: Interfaith Housing Services CASH program summary

**Creating Assets, Savings and Hope (CASH)
The Kansas Individual Development Account
Interfaith Housing Services**

Fact Sheet

Who is Interfaith Housing Services?

Interfaith Housing Services is a 501c3 organization which began with a mission of helping low income persons meet their housing needs. Their mission expanded when they became involved in assisting families with other financial needs in order for them to become self-sufficient. To that end Interfaith Housing Services administers the Kansas Individual Development Account (IDA) Program, Creating Assets, Savings and Hope (CASH).

What is the CASH Program?

The CASH program enables participating low and moderate-income individuals to open matched savings accounts, called IDAs, for use in purchasing designated assets and assisting them to become economically self-sufficient. It is designed to create incentives and support processes that assist, educate, encourage and equip low to moderate income households in recognizing their potential and taking the steps necessary, within their capacity, for moving beyond their current situation.

How is the CASH Program Funded?

The Kansas Department of Commerce oversees the program which receives \$500,000 in 75 percent State of Kansas Tax Credits and a \$350,000 matching grant from the Department of Health and Human Services to provide matched funding for IDA accounts. Kansas residents with earned income less than 200 percent of the federal poverty level may save for a specific goal and receive a 2:1 match of their savings.

How Do Families Benefit?

In support of this goal, participants receive personal finance and money management education, peer and staff support, and individual asset development counseling.

Specific goals and objectives that have been identified for families to obtain include:

- Increase home ownership opportunities for participating households.
- Empower owner occupied households to make major repairs to their homes.
- Increase access and opportunities for individuals to pursue post-secondary education in order to decrease under-employment and increase long-term earning potential.
- Increase access and opportunities for individuals over 16 years of age to pursue specialized job training at an accredited or licensed training program.
- Increase the successful development of expansion of small businesses.

What Agencies Does Interfaith Housing Services Work With?

Interfaith Housing Services contracts with Regional Service Providers in all of the five regional areas of Kansas: North, Northeast, Southeast, Central and Southwest to provide client services for CASH Participants.

www.ihs-housing.org

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: 2012-2013 HUD Consolidated Plan Annual Performance and Evaluation Report

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2012-2013 CAPER documents the activities undertaken during the program year beginning July 1, 2012 and ending June 30, 2013 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grant (ESG) programs.

Analysis: During the reporting period, residents of the City of Wichita received direct benefits from expenditure of CDBG, HOME and ESG funds. Home Improvement Programs provided grants and loans to assist 231 households through the Home Repair Program and 18 neighborhood clean-ups were conducted. Public Service agencies received funds to provide 4,465 middle-school youth with after school recreation and enrichment programs. The women's shelters served 481 women and children who were victims of domestic violence. A total of 87 youth participated in The Way to Work summer youth employment program. The HOME program assisted 32 first-time homebuyers with down payments and closing costs and assisted in the development of 13 new construction units. The ESG program served 4,095 persons by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse.

Financial Consideration: The total expenditures for the July 1, 2012-June 30, 2013 program year were ~~\$2,865,917~~ **\$3,422,904**: \$2,444,225 for the CDBG program; \$828,663 for HOME Investment Partnerships program; and \$150,016 in the ESG program.

Legal Consideration: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on August 12, 2013, advising that public comments would be accepted through August 26, 2013. Notice was also published in The Community Voice on August 15, 2013.

The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library. No comments were received.

Recommendation/Actions: It is recommended that the City Council close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

Attachments: None.

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: General Obligation Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids, award the sale of each series of notes and adopt the Note Resolutions.

Background: The City is offering for sale three series of general obligation temporary notes in a principal amount of approximately \$83,545,000 (Series 249, 260 and 262) for the purpose of providing interim financing for capital improvement projects of the City.

Analysis: The proceeds from the sale of the Series 249, 260 and 262 Temporary Notes will be used to provide interim financing for City-at-large projects, Airport projects, improvement district projects and improvements related to Tax Increment Financing (TIF) Districts. Due to the nature of the TIF, certain Airport and Facade improvements, the Series 249 Temporary Notes are taxable under Federal law. Also, due to the nature of some of the Airport improvements, Series 262 is subject to Alternative Minimum Tax.

With respect to the Airport improvements included in Temporary Note Series 262, the Internal Revenue Code permits tax-exempt financing for certain categories of “exempt facilities” including facilities for airports. Among the conditions required for these airport projects to qualify for tax-exempt facility financing is a requirement that a public hearing be held in a place, time and manner providing reasonable opportunity for persons affected by the bond or note issue and the project to be heard. A public hearing notice was published once in the Wichita Eagle at least 14 days prior to the public hearing held on January 8, 2013. The public hearing notice included a general description of the type and use of the projects to be financed, the maximum aggregate face amount of obligations to be issued to finance the Airport projects, the locations of the Airport projects and invited interested members of the public to attend the hearing and express their views with respect to the projects and the issuance of bonds or notes. At the conclusion of the public hearing, the City Council approved the issuance of the bonds and/or notes to finance the Airport projects. No additional public hearing is required in connection with the issuance of the Series 262 Notes.

Bids will be accepted electronically via **PARITY** Electronic Bid Submission System until 10:00 a.m. CT in the Finance Conference Room. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. The City will award the sale of each series of the notes to the bidder whose proposed interest rates result in the lowest overall cost to the City, or will reject all bids for such series of notes.

Financial Considerations: The Series 249 (\$9,680,000), Series 260 (\$29,665,000) and Series 262 (\$44,200,000) Temporary Notes will mature on October 15, 2014 and will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources. Each Series of Temporary Notes will be callable on February 11, 2014 at par.

Legal Considerations: The Law Department has approved the form of the resolutions which have been prepared by Bond Counsel and, on the sale date, Bond Counsel will review the bids for conformity to the bid conditions contained in the Official Notice of Sale and will report any irregularities in the bids to the Finance Department.

Recommendations/Actions: It is recommended that the City Council: (1) approve the bids; (2) award the sale of each series of the Notes subject to approval of the final sizing terms of the Notes by the City Manager, his designee or the Director of Finance; and (3) adopt the Note Resolutions.

Attachments: For each Note series: Resolutions Authorizing Issuance of Notes

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of Taxable General Obligation Temporary Notes, Series 249, dated October 15, 2013, of the City had been received. A tabulation of said bids is set forth as *Exhibit A* hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of _____, was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 249, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 13-[____] and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Karen Sublett, City Clerk

EXHIBIT A
BID TABULATION

\$9,680,000* CITY OF WICHITA, KANSAS
TAXABLE GENERAL OBLIGATION TEMPORARY NOTES

Dated: October 15, 2013
Series 249
Good Faith Deposit: \$193,600

Sale Date: September 17, 2013
10:00 a.m., C.D.T.
Max Interest Rate: _____%

EXHIBIT B

(BID OF PURCHASER)

RESOLUTION NO. 13-172

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

SEPTEMBER 17, 2013

**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES
SERIES 249**

RESOLUTION

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RESOLUTION NO. 13-172

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 249, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the “Act” herein, by proceedings duly had, the City Council (the “Governing Body”) of the Issuer has caused the improvements listed on *Schedule I* attached hereto (collectively the “Improvements”) to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's Taxable General Obligation Temporary Notes, Series 249 in the principal amount of \$9,680,000* (the “Notes”) to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.*, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Wichita, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means October 15, 2013.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 249 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust,

escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 48-901 of the Issuer.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 249 created pursuant to *Section 501* hereof.

“Improvements” means the improvements described on *Schedule I* to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Taxable General Obligation Temporary Notes, Series 249, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[City, State]
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the

Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means 100% of the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$_____] [, less an underwriting discount of \$_____] [, less an original issue discount of \$_____].

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 249, of the Issuer in the principal amount of \$9,680,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>October 15</u>	<u>Amount</u>	<u>of Interest</u>
2014	\$9,680,000*	_____ %

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 205** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date

shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of

mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 205** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the

destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or

such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated August 20, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials

of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption

Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the

unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be

kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 249.
- (b) Debt Service Account for Taxable General Obligation Temporary Notes, Series 249.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, into the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2)

a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance the covenants regarding continuing disclosure contained **Article IX** hereof and in the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to future applicable law, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such

amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 17, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 17, 2013, as the same appears of record in my office.

DATED: September 17, 2013.

Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED
NUMBER _____

REGISTERED
\$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
TAXABLE GENERAL OBLIGATION TEMPORARY NOTE
SERIES 249

Interest	Maturity	Dated	CUSIP:
Rate:	Date: October 15, 2014	Date: October 15, 2013	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Mayor

ATTEST:

By: _____
(manual or facsimile)
Clerk

This Taxable General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 249, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-101513-[____]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "Taxable General Obligation Temporary Notes, Series 249," aggregating the principal amount of \$9,680,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.*, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and

the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

SCHEDULE I
LIST OF IMPROVEMENTS

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 260, dated October 15, 2013, of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of _____, was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 260, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 13-[____] and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Karen Sublett, City Clerk

EXHIBIT A
BID TABULATION

\$29,665,000* CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 260

Dated: October 15, 2013
Series 260
Good Faith Deposit: \$593,300

Sale Date: September 17, 2013
10:00 a.m., C.D.T.
Max Interest Rate: [_____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

RESOLUTION NO. 13-173

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

SEPTEMBER 17, 2013

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 260**

RESOLUTION

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RESOLUTION NO. 13-173

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 260, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the “Act” herein, by proceedings duly had, the City Council (the “Governing Body”) of the Issuer has caused the improvements listed on *Schedule I* attached hereto (collectively the “Improvements”) to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer’s General Obligation Temporary Notes, Series 260 in the principal amount of \$29,665,000* (the “Notes”) to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1736 *et seq.*, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Wichita, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means October 15, 2013.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 260 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service

Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 48-901 of the Issuer.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 260 created pursuant to *Section 501* hereof.

“Improvements” means the improvements described on *Schedule I* to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 260, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]

[City, State]
Fax: [Fax]

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means 100% of the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$_____] [, less an underwriting discount of \$_____] [, less an original issue discount of \$_____].

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 260, of the Issuer in the principal amount of \$29,665,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity
October 15
2014

Principal
Amount
\$29,665,000*

Annual Rate
of Interest
[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 205** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of

such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 205** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar.

Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated August 20, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless,

become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 260.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 260.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, into the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value

thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted

Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any

default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and

take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in *Section 901* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any

respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person

or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 17, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 17, 2013, as the same appears of record in my office.

DATED: September 17, 2013.

Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED
NUMBER _____

REGISTERED
\$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 260

Interest	Maturity	Dated	CUSIP:
Rate:	Date: October 15, 2014	Date: October 15, 2013	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Mayor

ATTEST:

By: _____
(manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 260, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-101513-[____]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 260," aggregating the principal amount of \$29,665,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1736 *et seq.*, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and

the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

SCHEDULE I
LIST OF IMPROVEMENTS

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes (Subject to AMT), Series 262, dated October 15, 2013, of the City had been received. A tabulation of said bids is set forth as *Exhibit A* hereto.

Councilmember _____ moved that said bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of said bid and the terms specified in the Notice of Note Sale and to adopt a resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 262, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 13-[____] and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Karen Sublett, City Clerk

EXHIBIT A
BID TABULATION

\$44,200,000* CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT)

Dated: October 15, 2013
Series 262
Good Faith Deposit: \$884,000

Sale Date: September 17, 2013
10:00 a.m., C.D.T
Max Interest Rate: [_____]%

EXHIBIT B

(BID OF PURCHASER)

RESOLUTION NO. 13-174

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

SEPTEMBER 17, 2013

**GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT)
SERIES 262**

RESOLUTION

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RESOLUTION NO. 13-174

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES (SUBJECT TO AMT), SERIES 262, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the “Act” herein, by proceedings duly had, the City Council (the “Governing Body”) of the Issuer has caused the improvements listed on *Schedule I* attached hereto (collectively the “Improvements”) to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, awarded the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer’s General Obligation Temporary Notes (Subject to AMT), Series 262 in the principal amount of \$44,200,000* (the “Notes”) to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Wichita, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means October 15, 2013.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes (Subject to AMT), Series 262 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service

Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 48-901 of the Issuer.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 262 created pursuant to *Section 501* hereof.

“Improvements” means the improvements described on *Schedule I* to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes (Subject to AMT), Series 262, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[City, State]
Fax: [Fax]

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the

Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means 100% of the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$_____] [, less an underwriting discount of \$_____] [, less an original issue discount of \$_____].

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes (Subject to AMT), Series 262, of the Issuer in the principal amount of \$44,200,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity
October 15
2014

Principal
Amount
\$44,200,000*

Annual Rate
of Interest
_____ %

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 205** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be

payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 205** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has

been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated August 20, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be

prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the

Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes (Subject to AMT), Series 262.
- (b) Debt Service Account for General Obligation Temporary Notes (Subject to AMT), Series 262.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, into the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose

within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 501. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 502. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 503. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State.

All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or

acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future

laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in *Section 901* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in

principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing

appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 17, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 17, 2013, as the same appears of record in my office.

DATED: September 17, 2013.

Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED
NUMBER _____

REGISTERED
\$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE (SUBJECT TO AMT)
SERIES 262

Interest	Maturity	Dated	CUSIP:
Rate:	Date: October 15, 2014	Date: October 15, 2013	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Mayor

ATTEST:

By: _____
(manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes (Subject to AMT), Series 262, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-101513-[____]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes (Subject to AMT), Series 262," aggregating the principal amount of \$44,200,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 and K.S.A. 13-1348a, as amended by Charter Ordinance No. 78, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the

person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

SCHEDULE I
LIST OF IMPROVEMENTS

Wichita, Kansas
September 16, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 9, 2013 were read and on motion approved.

Bids were opened September 13, 2013, pursuant to advertisements published on:

CDBG Sidewalk Improvements FY2013 (north of Central, east of Hydraulic) (472-85123/092321/) Traffic to be maintained during construction using flagpersons and barricades. (District I)

PPJ Construction* - \$65,250.00 *Awarded for Engineer's Estimate

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Power Tools and Electronics – Fire Department.

Andover Auto Parts Inc. -	\$12,869.78	Group 1
Conrad Fire Equipment Inc. -	\$3,448.29	Group 2
Williams Ace Hardware -	\$72.40	Group 3
Weis Fire and Safety Equipment Co. Inc. -	\$21,710.00	Group 4
Williams Ace Hardware-	\$1,887.50	Group 5

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Fire Hoses.

Municipal Emergency Services Inc. - \$153,967.28

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Forceable Entry Equipment.**

Danko Emergency Equipment - \$28,030.60 Group 1 (Corrected Total)
Columbus Lumber - \$272.80 Group 2
Ed M Feld Equipment Co. - \$370.00 Group 3

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Jaws of Life Equipment.**

Conrad Fire Equipment Inc. - \$149,805.00

INFORMATION TECHNOLOGY/INFORMATION SERVICES: ComScendo Licenses.

Siemens* - \$47,437.50

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 16, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**September 13, 2013**

CDBG Sidewalk Improvements FY2013 (north of Central, east of Hydraulic) – Public Works & Utilities

Department/Engineering Division

PPJ Construction

(Engineer's Estimate)

\$65,250.00

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**September 13, 2013**

Power Tools and Electronics - Fire Department – Public Works & Utilities Department/Fleet & Facilities Division

Andover Auto Parts, Inc.

Group 1

\$12,869.78

Conrad Fire Equipment, Inc.

Group 2

\$3,448.29

Williams Ace Hardware

Group 3

\$72.40

Weis Fire & Safety Equipment Company Inc.

Group 4

\$21,710.00

Williams Ace Hardware

Group 5

\$1,887.50

Fire Hoses – Public Works & Utilities Department/Fleet & Facilities Division

Municipal Emergency Services, Inc.

\$153,967.28

Forceable Entry Equipment – Public Works & Utilities Department/Fleet & Facilities Division

Danko Emergency Equipment

Group 1 (Corrected Total)

\$28,030.60

Columbus Lumber

Group 2

\$272.80

Ed M. Feld Equipment Company, Inc.

Group 3

\$370.00

Jaws of Life Equipment – Public Works & Utilities Department/Fleet & Facilities Division

Conrad Fire Equipment, Inc.

\$149,805.00

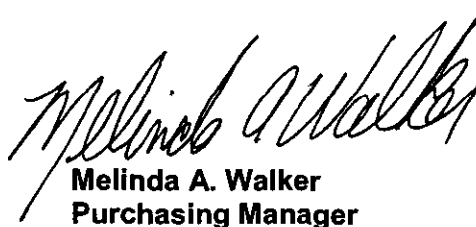
ComScendo Licenses (500 each) – Information Technology Department/Information Services (IT/IS)

Siemens

Sole Source of Supply, Ordinance No. 35-856, Section 2(b)

\$47,437.50

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 13, 2013

RQ#340794

FB#340171		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
CDBG Sidewalk Improvements FY2013		\$65,250.00		\$61,697.82	
(north of Central, east of Hydraulic)	BID BOND				
472-85123 (092321)	ADDENDA	0			
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving	PPJ Construction
CDBG Sidewalk Improvements FY2013		\$65,250.00		\$162,650.00	\$49,975.00
(north of Central, east of Hydraulic)	BID BOND				
472-85123 (092321)	ADDENDA	0			
		Engineer's Construction Estimate			
CDBG Sidewalk Improvements FY2013		\$65,250.00			
(north of Central, east of Hydraulic)	BID BOND				
472-85123 (092321)	ADDENDA	0			
		Engineer's Construction Estimate			
CDBG Sidewalk Improvements FY2013		\$65,250.00			
(north of Central, east of Hydraulic)	BID BOND				
472-85123 (092321)	ADDENDA	0			
CONTRACT AWARDED FOR THE ENGINEER'S ESTIMATE OF \$65,250.00					

CHECKED BY: Kp
 REVIEWED BY: ps



Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340168 Power Tools and Electronics - Fire Dept

Close Date/Time: 9/13/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 17

Vendors	Complete	Bid Total	City Comments
<u>WILLIAMS ACE HARDWARE</u>	Complete	\$19,362.99	Award 09/17/2013 Group 3 & 5 Public Works & Utilities Department/Fleet & Facilities Division
<u>M6 CONCRETE ACCESSORIES CO INC</u>	Complete	\$45,497.00	
<u>MOTION INDUSTRIES INC</u>	Complete	\$47,014.90	
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00	
<u>TEAM ELECTRIC SUPPLY INC</u>	In-Complete	\$0.00	
<u>MURDOCK INDUSTRIAL SUPPLY</u>	Partial	\$2,171.40	
<u>BIG TOOL STORE</u>	Partial	\$2,329.90	
<u>MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC</u>	Partial	\$5,457.00	
<u>DANKO EMERGENCY EQUIP</u>	Partial	\$6,576.06	
<u>INTERNATIONAL TOOL CORP</u>	Partial	\$7,028.70	Corrected Total \$6,711.06 with shipping
<u>ANDOVER AUTO PARTS INC</u>	Partial	\$13,049.68	Award 09/17/2013 Group 1 Public Works & Utilities Department/Fleet & Facilities Division
<u>BERRY COMPANIES INC</u>	Partial	\$13,973.41	
<u>WEIS FIRE & SAFETY EQUIPMENT CO INC</u>	Partial	\$21,710.00	
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	Partial	\$21,990.00	Award 09/17/2013 Group 4 Public Works & Utilities Department/Fleet & Facilities Division
<u>JIMS TIRE & AUTO SERVICE INC.</u>	Partial	\$22,232.07	
<u>ED M FELD EQUIPMENT CO</u>	Partial	\$29,164.00	
<u>CONRAD FIRE EQUIPMENT INC</u>	Partial	\$45,842.97	Award 09/17/2013 Group 2 Public Works & Utilities Department/Fleet & Facilities Division

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line
**Solicitation: FB340168 Power Tools and
Electronics - Fire Dept**
Close Date/Time: 9/13/2013 10:00 AM CST
Solicitation Type: Formal Bid
[Return to the Bid List](#)
Award Method: Group
Department: Public Works Fleet & Facilities
Responses: 17
Go to:
Group 1

Vendors	Complete	Group Total Net Bid
ANDOVER AUTO PARTS INC	Complete	\$12,869.78
WILLIAMS ACE HARDWARE	Complete	\$13,287.78
BERRY COMPANIES INC	Complete	\$13,973.41
M6 CONCRETE ACCESSORIES CO INC	Complete	\$15,807.00
JIMS TIRE & AUTO SERVICE INC.	Complete	\$16,153.28
MOTION INDUSTRIES INC	Complete	\$16,439.61
CONRAD FIRE EQUIPMENT INC	Complete	\$18,149.78
DANKO EMERGENCY EQUIP	In-Complete	\$0.00
MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC	In-Complete	\$0.00
MURDOCK INDUSTRIAL SUPPLY	In-Complete	\$0.00
TEAM ELECTRIC SUPPLY INC	In-Complete	\$0.00
WEIS FIRE & SAFETY EQUIPMENT CO INC	In-Complete	\$0.00
D & D EQUIPMENT & SALES	In-Complete	\$0.00
BIG TOOL STORE	In-Complete	\$0.00
ED M FELD EQUIPMENT CO	In-Complete	\$0.00
MUNICIPAL EMERGENCY SERVICES INC	In-Complete	\$0.00
INTERNATIONAL TOOL CORP	In-Complete	\$0.00

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Group 2

Vendors	Complete	Group Total Net Bid
CONRAD FIRE EQUIPMENT INC	Complete	\$3,448.29
WILLIAMS ACE HARDWARE	Complete	\$4,115.31
M6 CONCRETE ACCESSORIES CO INC	Complete	\$4,485.00
ED M FELD EQUIPMENT CO	Complete	\$5,064.00
INTERNATIONAL TOOL CORP	Complete	\$5,085.00
MOTION INDUSTRIES INC	Complete	\$5,129.79
MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC	Complete	\$5,457.00
JIMS TIRE & AUTO SERVICE INC.	Complete	\$5,909.79
DANKO EMERGENCY EQUIP	Complete	\$6,444.96

<u>MURDOCK INDUSTRIAL SUPPLY</u>	In-Complete	\$0.00
<u>TEAM ELECTRIC SUPPLY INC</u>	In-Complete	\$0.00
<u>WEIS FIRE & SAFETY EQUIPMENT CO INC</u>	In-Complete	\$0.00
<u>ANDOVER AUTO PARTS INC</u>	In-Complete	\$0.00
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00
<u>BIG TOOL STORE</u>	In-Complete	\$0.00
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	In-Complete	\$0.00

Top of the Page**Group 3**

Vendors	Complete	Group Total Net Bid
<u>WILLIAMS ACE HARDWARE</u>	Complete	\$72.40
<u>MOTION INDUSTRIES INC</u>	Complete	\$93.30
<u>DANKO EMERGENCY EQUIP</u>	Complete	\$131.10
<u>M6 CONCRETE ACCESSORIES CO INC</u>	Complete	\$165.00
<u>JIMS TIRE & AUTO SERVICE INC.</u>	Complete	\$169.00
<u>ANDOVER AUTO PARTS INC</u>	Complete	\$179.90
<u>BIG TOOL STORE</u>	Complete	\$229.90
<u>ED M FELD EQUIPMENT CO</u>	Complete	\$250.00
<u>MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC</u>	In-Complete	\$0.00
<u>MURDOCK INDUSTRIAL SUPPLY</u>	In-Complete	\$0.00
<u>TEAM ELECTRIC SUPPLY INC</u>	In-Complete	\$0.00
<u>WEIS FIRE & SAFETY EQUIPMENT CO INC</u>	In-Complete	\$0.00
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00
<u>CONRAD FIRE EQUIPMENT INC</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	In-Complete	\$0.00
<u>INTERNATIONAL TOOL CORP</u>	In-Complete	\$0.00

Top of the Page**Group 4**

Vendors	Complete	Group Total Net Bid
<u>WILLIAMS ACE HARDWARE</u>	Complete	\$0.00
<u>WEIS FIRE & SAFETY EQUIPMENT CO INC</u>	Complete	\$21,710.00
<u>CONRAD FIRE EQUIPMENT INC</u>	Complete	\$21,957.50
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	Complete	\$21,990.00
<u>M6 CONCRETE ACCESSORIES CO INC</u>	Complete	\$23,090.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$23,344.10
<u>ED M FELD EQUIPMENT CO</u>	Complete	\$23,850.00
<u>DANKO EMERGENCY EQUIP</u>	In-Complete	\$0.00
<u>MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC</u>	In-Complete	\$0.00
<u>MURDOCK INDUSTRIAL SUPPLY</u>	In-Complete	\$0.00
<u>TEAM ELECTRIC SUPPLY INC</u>	In-Complete	\$0.00
<u>ANDOVER AUTO PARTS INC</u>	In-Complete	\$0.00
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00

<u>BIG TOOL STORE</u>	In-Complete	\$0.00
<u>JIMS TIRE & AUTO SERVICE INC.</u>	In-Complete	\$0.00
<u>INTERNATIONAL TOOL CORP</u>	In-Complete	\$0.00
Group 5		
Vendors	Complete	Group Total Net Bid
<u>WILLIAMS ACE HARDWARE</u>	Complete	\$1,887.50
<u>INTERNATIONAL TOOL CORP</u>	Complete	\$1,943.70
<u>M6 CONCRETE ACCESSORIES CO INC</u>	Complete	\$1,950.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$2,008.10
<u>BIG TOOL STORE</u>	Complete	\$2,100.00
<u>MURDOCK INDUSTRIAL SUPPLY</u>	Complete	\$2,171.40
<u>CONRAD FIRE EQUIPMENT INC</u>	Complete	\$2,287.40
<u>DANKO EMERGENCY EQUIP</u>	In-Complete	\$0.00
<u>MAXIMUM OUTDOOR EQUIPMENT & SERVICE INC</u>	In-Complete	\$0.00
<u>TEAM ELECTRIC SUPPLY INC</u>	In-Complete	\$0.00
<u>WEIS FIRE & SAFETY EQUIPMENT CO INC</u>	In-Complete	\$0.00
<u>ANDOVER AUTO PARTS INC</u>	In-Complete	\$0.00
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00
<u>BERRY COMPANIES INC</u>	In-Complete	\$0.00
<u>JIMS TIRE & AUTO SERVICE INC.</u>	In-Complete	\$0.00
<u>ED M FELD EQUIPMENT CO</u>	In-Complete	\$0.00
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	In-Complete	\$0.00

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340170 Fire Hoses
Close Date/Time: 9/13/2013 10:00 AM CST
Solicitation Type: Formal Bid
[Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Fire Department
Responses: 6

Vendors	Complete	Bid Total	City Comments
MUNICIPAL EMERGENCY SERVICES INC	Complete	\$153,967.28	Award 9/17/13, Public Works & Utilities/Fleet & Facilities Division
CONRAD FIRE EQUIPMENT INC	Complete	\$157,428.30	
LEWIS-GOETZ AND CO INC	Complete	\$200,057.00	
KENCO FIRE EQUIPMENT, INC.	Complete	\$209,486.33	
EMERGENCY FIRE EQUIPMENT INC	Complete	\$402,152.29	
KANSAS FIRE EQ CO INC	In-Complete	\$0.00	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
**Solicitation: FB340172 Forceable Entry
Equipment**
Close Date/Time: 9/13/2013 10:00 AM CST
Solicitation Type: Formal Bid
[Return to the Bid List](#)
Award Method: Group
Department: Public Works Fleet & Facilities
Responses: 6

Vendors	Complete	Bid Total	City Comments
MUNICIPAL EMERGENCY SERVICES INC	Complete	\$17,927.80	Corrected Total Group 1 \$30,080.80
DANKO EMERGENCY EQUIP	Complete	\$28,544.90	Award 09/17/13 Group 1 Correct total Grp 1 \$28,030.60, Grp 2 \$292.20, Grp 3 \$512.75 w/shipping
COLUMBUS LUMBER	Complete	\$30,909.00	Award 09/17/13 Group 2 Public Works & Utilities Department/Fleet & Facilities Division
KENCO FIRE EQUIPMENT, INC.	Complete	\$31,565.10	
ALL HANDS FIRE EQUIPMENT	Partial	\$31,748.70	
ED M FELD EQUIPMENT CO	Partial	\$33,903.00	Award 09/17/13 Group 3

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB340172 **Forceable Entry Equipment**

Close Date/Time: 9/13/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 6

Go to: 1

Group 1

Vendors	Complete	Group Total Net Bid
MUNICIPAL EMERGENCY SERVICES INC	Complete	\$17,129.80 30,080.80 Corrected Total
DANKO EMERGENCY EQUIP	Complete	\$27,860.60 28,030.60 Corrected Total
COLUMBUS LUMBER	Complete	\$30,184.70
KENCO FIRE EQUIPMENT, INC.	Complete	\$30,712.50
ALL HANDS FIRE EQUIPMENT	Complete	\$31,248.80
ED M FELD EQUIPMENT CO	Complete	\$33,533.00

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Group 2

Vendors	Complete	Group Total Net Bid
COLUMBUS LUMBER	Complete	\$272.80
DANKO EMERGENCY EQUIP	Complete	\$277.20
KENCO FIRE EQUIPMENT, INC.	Complete	\$282.00
MUNICIPAL EMERGENCY SERVICES INC	Complete	\$358.00
ED M FELD EQUIPMENT CO	In-Complete	\$0.00
ALL HANDS FIRE EQUIPMENT	In-Complete	\$0.00

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Group 3

Vendors	Complete	Group Total Net Bid
ED M FELD EQUIPMENT CO	Complete	\$370.00
DANKO EMERGENCY EQUIP	Complete	\$407.10
MUNICIPAL EMERGENCY SERVICES INC	Complete	\$440.00
COLUMBUS LUMBER	Complete	\$451.50
ALL HANDS FIRE EQUIPMENT	Complete	\$499.90
KENCO FIRE EQUIPMENT, INC.	Complete	\$570.60

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB340173 Jaws of Life Equipment****Close Date/Time: 9/13/2013 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Public Works Fleet & Facilities****Responses: 3**

Vendors	Complete	Bid Total	City Comments
<u>CONRAD FIRE EQUIPMENT INC</u>	Complete	\$149,805.00	Award 09/17/2013 Public Works & Utilities Department/Fleet & Facilities Division
<u>ED M FELD EQUIPMENT CO</u>	Complete	\$172,525.50	
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	In-Complete	\$0.00	

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**Purchases Utilizing Sole Source of Supply
Ordinance No. 35-856 Section 2. (b)**

SUBJECT: ComScendo Licenses

500 each – Custom MAC HIPath 4000 V5 additional ComScendo Licenses @
\$94.88 each

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Technology/Information Services

Vendor	Reference Authority	Cost
Siemens	Ordinance No. 35-856 Section 2 (b)	\$47,437.50

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 17, 2013**

- a. 2013 Sanitary Sewer Reconstruction Phase 7 (north of Harry, east of Oliver) (468-84902/620644/663019) Traffic to be maintained during construction using flagpersons and barricades. (District II,III) - \$230,000.00
- b. William, Main to Emporia (William, Main to Emporia) (472-85077/707042/707043/211507/211508) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$410,000.00
- c. 135th, Kellogg to Onewood (135th, north of Kellogg) (87N-0566-01/472-84915/707022/635813/210487/752035) See Special Provisions. (District IV) - \$2,495,200.00
- d. 2013 Sanitary Sewer Rehabilitation Phase C - (CIPP) (north of MacArthur, east of Seneca (468-84901/620642/663017) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,IV) - \$369,000.00
- e. 2013 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Oliver) (468-84905/620645/663020) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$304,000.00

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Rosstoberfest 5K (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Enszt, Clark Enszt, Inc. is coordinating the Rosstoberfest 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rosstoberfest 5K October 5, 2013 7:30 am – 12:00 pm

- Douglas Avenue, Bluff Street to Roosevelt Street
- Quentin Street, Douglas Avenue to 1st Street
- Circle Drive, Douglas Avenue to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Pershing Street
- Pershing Street, Lewis Street to English Street
- English Street, Pershing Street to Fountain Street
- Fountain Street, English Street to Waterman Street
- English Street, Fountain Street to Circle Drive

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 8 – Harry and Rock Intersection (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On December 7, 2010, the City Council approved a contract with Lafarge North America, Inc. (now Cornejo & Sons, LLC) for improvements to the intersection of Harry and Rock. Construction began on February 21, 2011, and was substantially completed on November 11, 2011.

The following is a summary of all change orders processed for this project to-date:

Change Order No.	Date Processed or Approved by City Council	Work Provided	Amount
1	May 5, 2011	Partial rebuild of bench, invert, and manhole required by the lowering of a drainage pipe serving an adjacent parking lot. 30 calendar days were added to the contract time to reflect the date of award.	\$4,999
2	June 6, 2011	Changed mill and overlay area to complete pavement removal and replacement with crushed rock base and new asphalt pavement.	\$56,783
3	June 17, 2011	Added full bevel adapter to a new water line to support connection to an existing water line. Three calendar days were added to the contract time to allow for the ordering and deliver of required parts.	\$3,045
4	June 21, 2011	Replaced an existing water main feed line which was discovered to be in poor condition upon exposure of several water meters.	\$2,730
5	September 14, 2011	Replaced 17 water meters as required by changes in the existing grade, dual meters sharing meter boxes, and driveway radius locations.	\$245
6	November 29, 2011	Remanufactured a storm water inlet top and replaced 16 feet of sidewalk, curb, and gutter to maintain a safe distance for pedestrians on the new sidewalk.	\$5,562
7	August 16, 2013	Reduction of final measured quantity bid items for water line.	(\$56,024)
Total of all change orders processed to-date			\$17,340

Analysis: Final project measurements require the adjustment of paving and drainage measured quantity bid items. 30 calendar days were allowed for relocation of a utility duct bank, thus extending the contract completion time. Change Order No. 8 has been prepared to authorize the quantity adjustments and formally extend the contract completion date.

Financial Considerations: The cost of the work is \$20,445, bringing the total contract amount to \$4,982,305. This change order, plus previous change orders, represents 0.76% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. Funding for the additional work is available within the existing approved budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 8.



PUBLIC WORKS-ENGINEERING

August 16, 2013
CHANGE ORDER

To: Cornejo & Sons, LLC
Change Order No.: 8
Purchase Order No.: 031074
CHARGE TO OCA No.: 706969

Project: Harry & Rock Intersection
Project No.: 87N-0354-01/472-84577
OCA No.: 706969/633819
PPN: 207435/750175

Please perform the following extra work at a cost not to exceed \$20,445.03

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Measured Quantity Bid Items – Paving and Drainage. 30 calendar day extension.

Reason for Additional Work: Final Project Measured Quantities – Paving and Drainage. AT&T required 30 calendar days to relocate a duct bank that prevented removal and replacement of pavement in the northwest quadrant of the intersection, thus the final completion date was formally extended an additional 30 calendar days.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
Paving and Drainage Items (Participating) (706969)						
#13	29	RCVG Pvmnt (8")(AE)	Bid	71 sy	\$42.50	\$3,017.50
#35	04	Conc. Flume Inlet	Bid	1 ea	\$3,242.54	\$3,242.54
#48	04	Storm Sewer (15")(RCP)	Bid	(317) lf	\$30.00	(\$9,510.00)
#50	04	Sand Fill, Flushed & Vibrated	Bid	(317) lf	\$2.00	(\$634.00)
#57	80	Portable, Changeable Electronic Message Boards	Bid	(12) day	\$40.00	(\$480.00)
#58	30	Reinf Concrete Driveway Pvmnt (8")(AE)	Bid	1828 sf	\$4.71	\$8,609.88
#59	04	Sidewalk Concrete (4")(AE)	Bid	(190) sf	\$3.30	(\$627.00)
#60	04	Sidewalk Concrete (6")(Reinf.)(AE)	Bid	(95) sf		\$5.55 (\$527.25)
#62	30	Asphalt Parking Lot Pvmnt (6")	Bid	69 sy	\$30.00	\$2,070.00
#63	29	Concrete Parking Lot Pvmnt (7")	Bid	85 sy	\$45.00	\$3,825.00
#64	04	Temporary Asphalt Pvmnt (6")	Bid	169 sy	\$30.00	\$5,070.00
#67	04	Manholes Adj w/New Ring & Cover	Bid	1 ea		\$750.00 \$750.00
#71	04	Protection Curb (Conc.)(4" to 6")(AE)	Bid	289 lf		\$21.34 \$6,167.26
#72	04	Tree Removal Small (<15")	Bid	(1) ea	\$450.00	(\$450.00)
#74	04	Erosion Control (Back of Curb Protection)	Bid	(1,842) lf	\$0.45	(\$828.90)
#79	04	Manholes Adj w/New Ring & Cover	Bid	1 ea		\$750.00 \$750.00
New	01	Completion Date Extension Due to Negotiated 30 day Utility Conflicts			\$0.00	\$0.00
New	01	Delay Costs	Negotiated	1 LS	\$0.00	\$0.00
					Total =	\$20,445.03

CIP Budget Amount:	\$7,540,740.00 (706969)	Original Contract Amt.:
	\$4,944,519.34	\$2,050,000.00 (633819)
Consultant: Baughman		Current CO Amt.: \$20,445.03
Total Exp. & Encum. To Date:	\$3,970,927.57	Amt. of Previous CO's: \$17,340.56
CO Amount:	\$ 20,445.03	Total of All CO's: \$37,785.59
Unencum. Bal. After CO:	\$ 3,549,367.40	% of Orig. Contract / 25% Max.: 0.76%
		Adjusted Contract Amt.: \$4,982,304.93

Recommended By: James Wagner, P.E.

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 9 - Central Avenue from 135th to 119th Streets West
(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On September 25, 2012, the City Council approved a final revised budget to include construction funding for improvements to Central Avenue from 135th to 119th Streets West. Improvements include widening Central to five lanes, reconstruction of the Central and 135th Street intersection, and construction of two bridges and sidewalk. Construction began on February 11, 2013.

The following is a summary of all change orders processed for this project to-date:

Change Order No.	Date Processed	Work Provided	Amount
1	March 18, 2013	Installation of required TWORKS signage	\$3,000
2	April 19, 2013	Adjustment of measured quantity bid items required to widen Central to a temporary shoofly	\$6,050
3	April 25, 2013	Removal of a septic tank and subsequent sand backfill within the new right-of-way	\$2,015
4	May 9, 2013	Adjustment of flow line elevations, installation of a modified inlet top and permanent pipe, removal of trees, and additional erosion control measures	\$2,551
5	June 12, 2013	Installation of structural headwall for storm sewer pipe penetration	\$3,845
6	June 24, 2013	Installation of additional manholes to tie in to existing storm sewer lines	\$6,350
7	July 8, 2013	Lowering of an existing water line which was in conflict with proposed storm sewer pipe	\$9,900
8	August 13, 2013	Lowering of storm sewer elevation to allow clearance for a reinforced concrete box under the new pavement	\$23,914
Total of all change orders processed to-date			\$57,625

Analysis: It is proposed that a planned water main be installed under a channel crossing using trenchless methods as opposed to open cut methods. Open cut installation would require pumping a downstream pond to decrease the water level, providing drainage accommodations during construction, and restoring the channel. Trenchless installation allows placement of the pipe without disturbing the pond, which reduces time, potential drainage concerns, and disturbance to adjacent properties. The original plans called for installation by open cut, but an addendum prior to bidding allowed for this work to be done by trenchless methods, with the bid price under run for open cut and the trenchless price being overrun, if the latter was chosen to be appropriate. Change Order No. 9 has been prepared to authorize the alternative installation method.

Financial Considerations: The cost of the work is \$22,660, bringing the total contract amount to \$8,008,346. This change order, plus previous change orders, represents 1.01% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. Funding for the additional work is available within the existing approved budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 9.

**PUBLIC WORKS-ENGINEERING**August 19, 2013
CHANGE ORDER**To:** Cornejo & Sons, LLC**Project:** Central Street from 135th St. W. to 119th St. W.**Change Order No.:** 9**Project No.:** 87N-0351-01/472-84017**Purchase Order No.:** 340129**OCA No.:** (706898/**635814**)**CHARGE TO OCA No.:** 635814**PPN:** 204364/**752036****Please perform the following extra work at a cost not to exceed \$ 22,660.40****Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.****Additional Work:** Install waterline Main 3 under channel crossing by trenchless methods

Reason for Additional Work: Per addendum #1 the contractor has the option to install the waterline for Main 3 across the channel at approximate Sta. 22+87. Compensation for the same would be accomplished by over running the trenchless installation bid item and under running the open cut bid items. Installing the line by trenchless methods allows placement of the pipe without disturbing the downstream pond. Open trench installation would include pumping the pond to lower the water elevation, building cofferdams to block drainage, and channel restoration. The contractor will drill the 16" waterline from Sta. 22+87 to Sta. 24+67. Final adjustments to quantities and budget charges will be made upon final field measurements.

Line #	KDOT #	Item (Non-Participating)	Negotiated/		Unit Price	Extension
			Bid	Qty		
161	04	Pipe, WL 16"	Bid	(155.2) lf @	\$50.50	(\$7,837.60)
162	04	Pipe, DI 16"	Bid	(24.8) lf @	\$127.50	(\$3,162.00)
163	04	Pipe, WL 16" (Trenchless)	Bid	180.0 lf @	\$187.00	\$33,660.00

CIP Budget Amount:	\$12,287,000.00 (706898)	Original Contract Amt.:.....	\$7,928,061.97
	\$1,404,000.00 (635814)		
Consultant: MKEC		Current CO Amt.:	\$22,660.40
Total Exp. & Encum. To Date:	\$528,648.17	Amt. of Previous CO's:	\$57,623.76
CO Amount:	\$22,660.40	Total of All CO's:	\$80,284.16
Unencum. Bal. After CO:	\$852,691.43	% of Orig. Contract / 25% Max.:	1.01%
		Adjusted Contract Amt.:	\$8,008,346.13

Recommended By: KK**Approved:**_____
Greg Baalman, P.E.
Construction Engineer_____
Date_____
Gary Janzen, P.E.
City Engineer_____
Date**Approved:****Approved:**_____
Contractor_____
Date_____
Alan King
Director of Public Works & Utilities_____
Date**Approved as to Form:****By Order of the City Council:**_____
Gary Rebenstorf
Director of Law_____
Date_____
Carl Brewer
Mayor_____
Date**Attest:** _____
City Clerk

CITY OF WICHITA
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2825 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential properties. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2825 North Amidon consists of 500 square feet for road right-of-way together with a 330 square foot temporary easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not affected by the proposed project.

Analysis: The proposed acquisition was valued at \$730, or \$630 (\$1.26 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,230 is requested. This includes \$730 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon – 21st Street to 29th Street

DATE: August 26, 2013

CITY/COUNTY: Wichita/Sedgwick

TRACT NO.: 18

CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this 30 day of August, 2013 by and between:

Ann Vernon L. Koerner and Peggy L. Koerner, Co-Trustees of the Vernon and Peggy Koerner Living Trust under indenture dated June 5, 1992, "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

The east 5 feet of Lot 72, Van Acres, SG County, Kansas.

Together with the conveyance of a temporary easement, during construction, for the purpose of performing roadway improvements within the above described corridor and further described as:

The north 33 feet of the west 10 feet of the east 15 feet of Lot 72, Van Acres, SG County, Kansas.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before September 30, 2013. Landowner shall surrender possession at closing.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way: 500 Sq. Ft.	\$	630.00
Temporary construction easement: 330 Sq. Ft.	\$	100.00
Cost to cure items		N/A

Rev. 9-94

D. O. T.

Form No. 1716

TOTAL \$ 730.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

Ann **Vernon L. Koerner and Peggy L. Koerner, Co-Trustees of the Vernon and Peggy Koerner Living Trust under indenture dated June 5, 1992:**

Vernon Koerner
Vernon Koerner, Co-Trustee

Deceased 6-6-06
Peggy Koerner, Co-Trustee

BUYER:

City of Wichita, KS, a municipal corporation

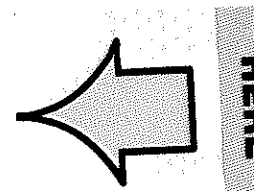
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law






RIGHT OF WAY EXHIBIT

KOERNER VERNON & PEGGY LIVING TRUST
2825 AMIDON
WICHITA KS 67204-4905

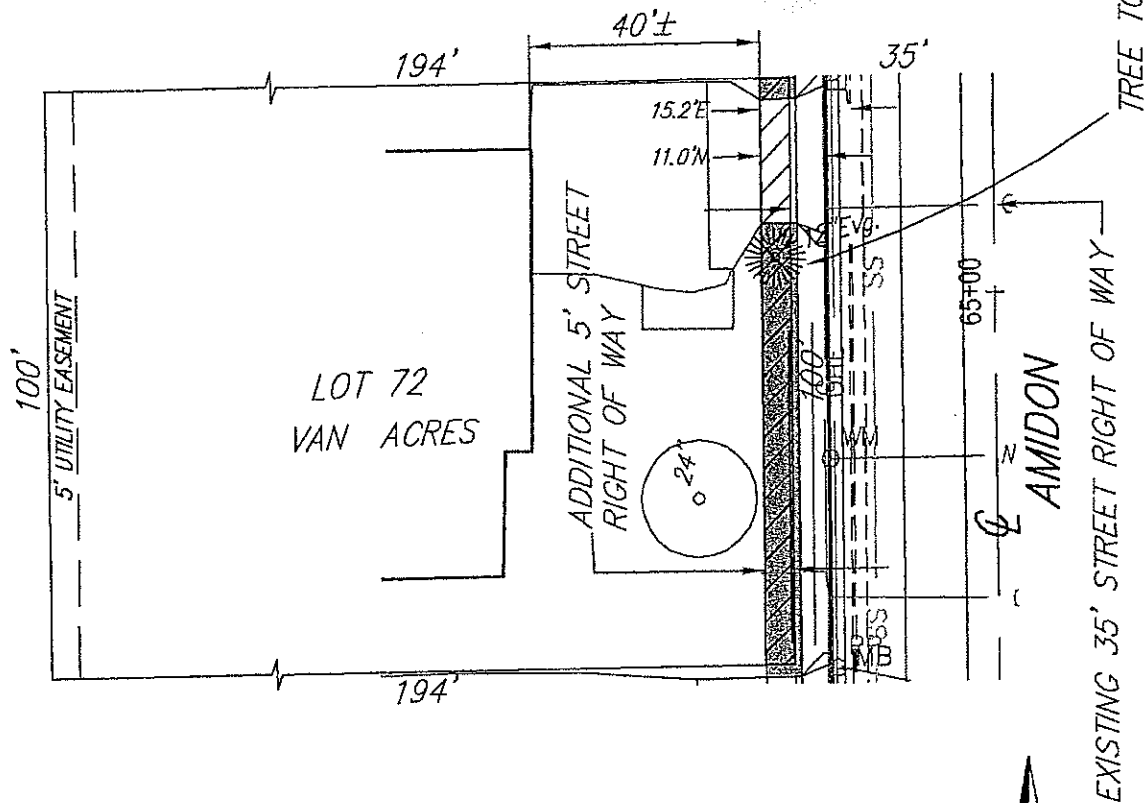
A 13883

Right Of Way Area: 500 Sq. Ft.±
0.01 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

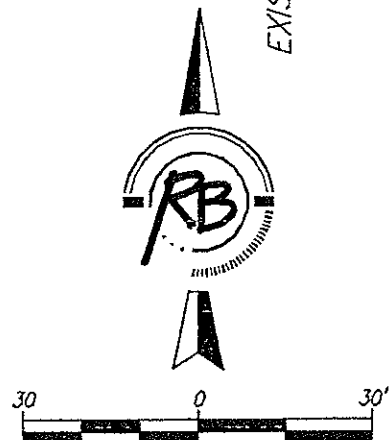


Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com






3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

KOERNER VERNON & PEGGY LIVING TRUST
2825 AMIDON
WICHITA KS 67204-4905

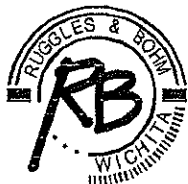
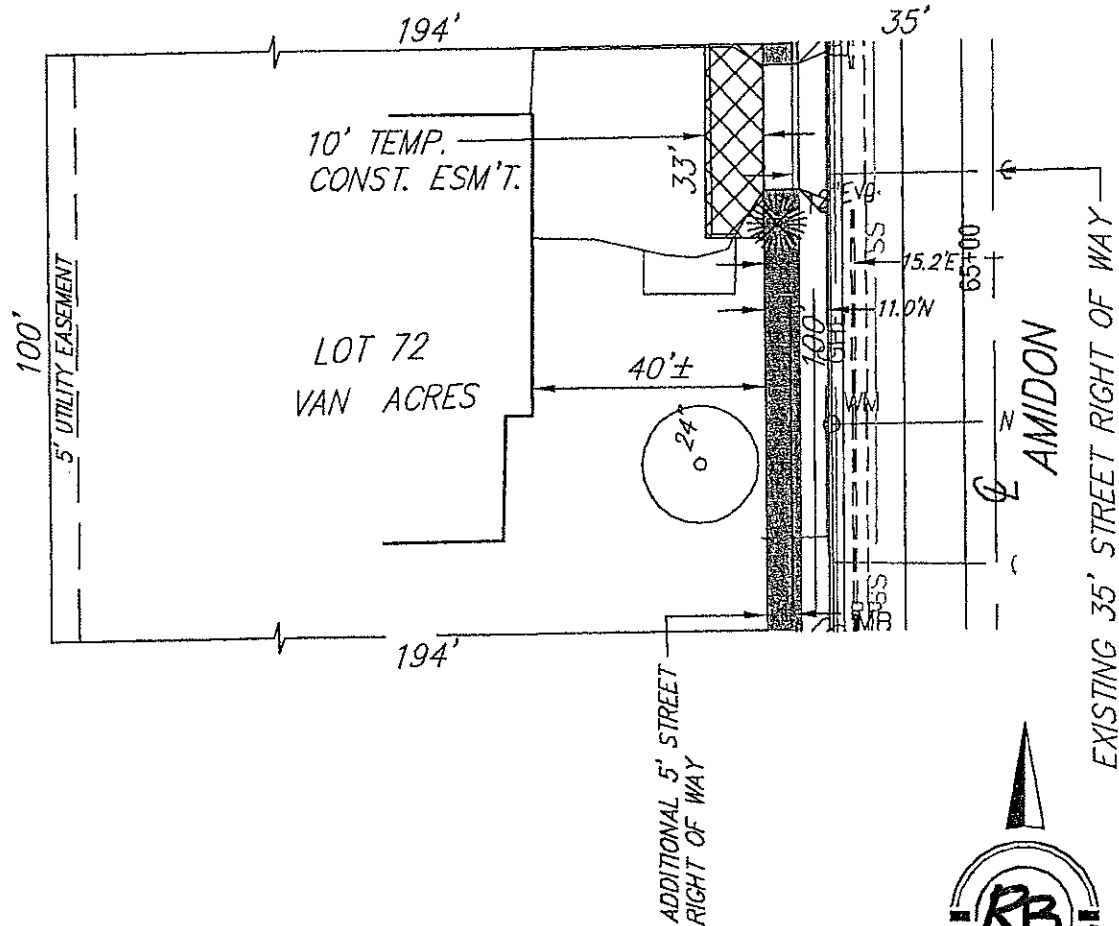
A 13883

Easement Area: 330 Sq. Ft.±
0.008 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

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E-mail: info@rbkansas.com

3647T



A 13883

2825 N Amidon



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2700 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential properties. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The property at 2700 North Amidon is improved with a gas station/convenience store. The proposed partial acquisition consisting of 650 square feet for road right-of-way together with a 240 square foot temporary easement. In addition, the southern driveway along Amidon will be closed as part of the project. A store advertising sign is located within the taking and shall be relocated. The improvements do not require acquisition; however, the appraiser determined that the site remainder is damaged.

Analysis: The owner agreed to accept the offer of appraised value in the amount of \$48,250. This amount is comprised of \$2,925 (\$4.50 per square foot) for the right-of-way; \$13,250 for the temporary easement; and \$32,075 as damages to the remainder. In addition, the seller agreed to accept an additional \$5,157.72 to relocate the existing advertising sign for a total of \$53,407.72. The cost to relocate the sign was based on an estimate from a local sign company.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$54,907.72 is requested. This includes \$53,407.72 for the acquisition and \$1,500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon – 21st Street to 29th Street
CITY/COUNTY: Wichita/Sedgwick

DATE: August 26, 2013
TRACT NO.: 8

1 of 3

CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this 30 day of Aug, 2013 by and between:

Jaswal, LLC, a Kansas limited liability company, "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

That part of Lot 27, Gilders Riverside, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 27; thence North along the west line of said Lot 27, 125.00 feet to the north line of the south 125.00 feet of said Lot 27; thence East along said north line, 5.00 feet; thence South, parallel with said west line, 115.00 feet to a point 10.00 feet north and 5.00 feet east of the place of beginning, thence southeasterly 11.20 feet to a point on the south line of said Lot 27, said point being 10.00 feet east of the place of beginning; thence West along said south line, 10.00 feet to the place of beginning.

Together with the conveyance of a temporary easement, during construction, for the purpose of performing roadway improvements within the above described corridor and further described as:

The south 30.00 feet of the north 35.00 feet of the south 125.00 feet of the east 8.00 feet of the west 13.00 feet of Lot 27, Gilders Riverside, Sedgwick County, Kansas.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before September 30, 2013, provided Landowner is able to obtain a partial mortgage release. Landowner shall surrender possession at closing.

Pursuant to applicable Kansas statutes, the City has the power of eminent domain to acquire real property and the improvements thereon for its lawful public purposes; and in lieu of the City's exercise of its power of eminent domain, Landowner is willing to sell and the City is willing to purchase Landowner's real property described herein.

Landowner acknowledges that the City has initiated condemnation of Landowner's property through its power of eminent domain and City shall not release Landowner from said action until the transaction herein has closed. If it is necessary to inform the court appointed appraisers in said condemnation action of the agreed consideration of this transaction, Landowner agrees the consideration tendered pursuant to this purchase agreement is the amount due Landowner as just compensation in condemnation and Landowner shall join the City in supporting and requesting this sum in the underlying condemnation action.

Landowner shall remove all personal property on or before closing date. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

In addition to the purchase price, the City hereby agrees to pay the Landowner \$5,157.72 for the relocation/move of existing advertising sign located within the above-described right-of-way. Said payment is pursuant to 49 CFR Part 24 and will be processed separate from the purchase of the right-of-way.

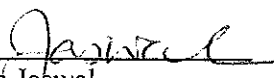
All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Damages and compensation as a result of the 650 Sq. Ft. taking	\$	35,000
Temporary construction easement: 240 Sq. Ft.	\$	13,250
TOTAL	\$	48,250

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

JASWAL, LLC:


Kulwinder Singh Jaswal

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law




CLAIM OF MOVING REIMBURSEMENT-RESIDENTIAL

185

RIGHT OF WAY EXHIBIT

JASWAL LLC
2700 N AMIDON
WICHITA KS 67204-4904

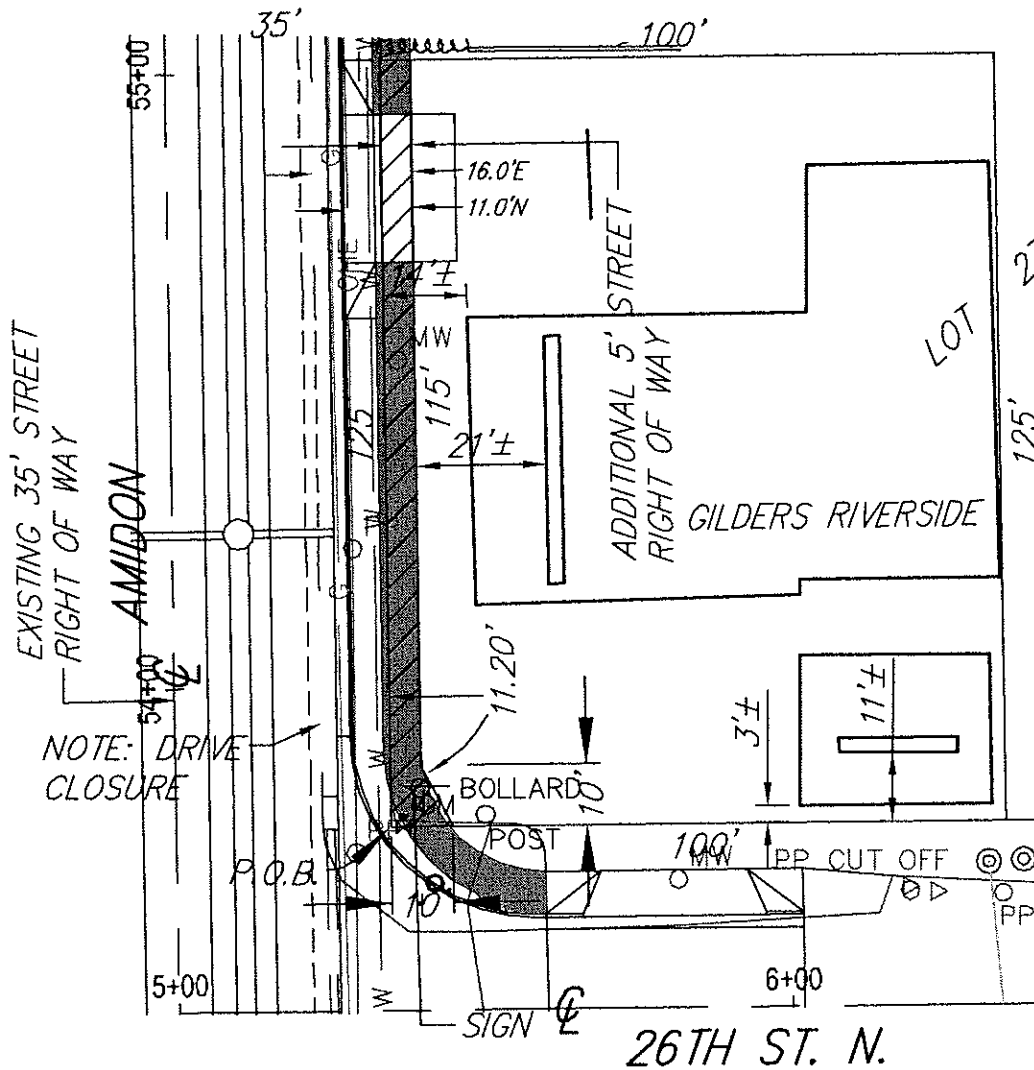
A 14125

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

Right Of Way Area: 650 Sq. Ft.±
0.01 Acres±



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com






3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

JASWAL LLC
2700 N AMIDON
WICHITA KS 67204-4904

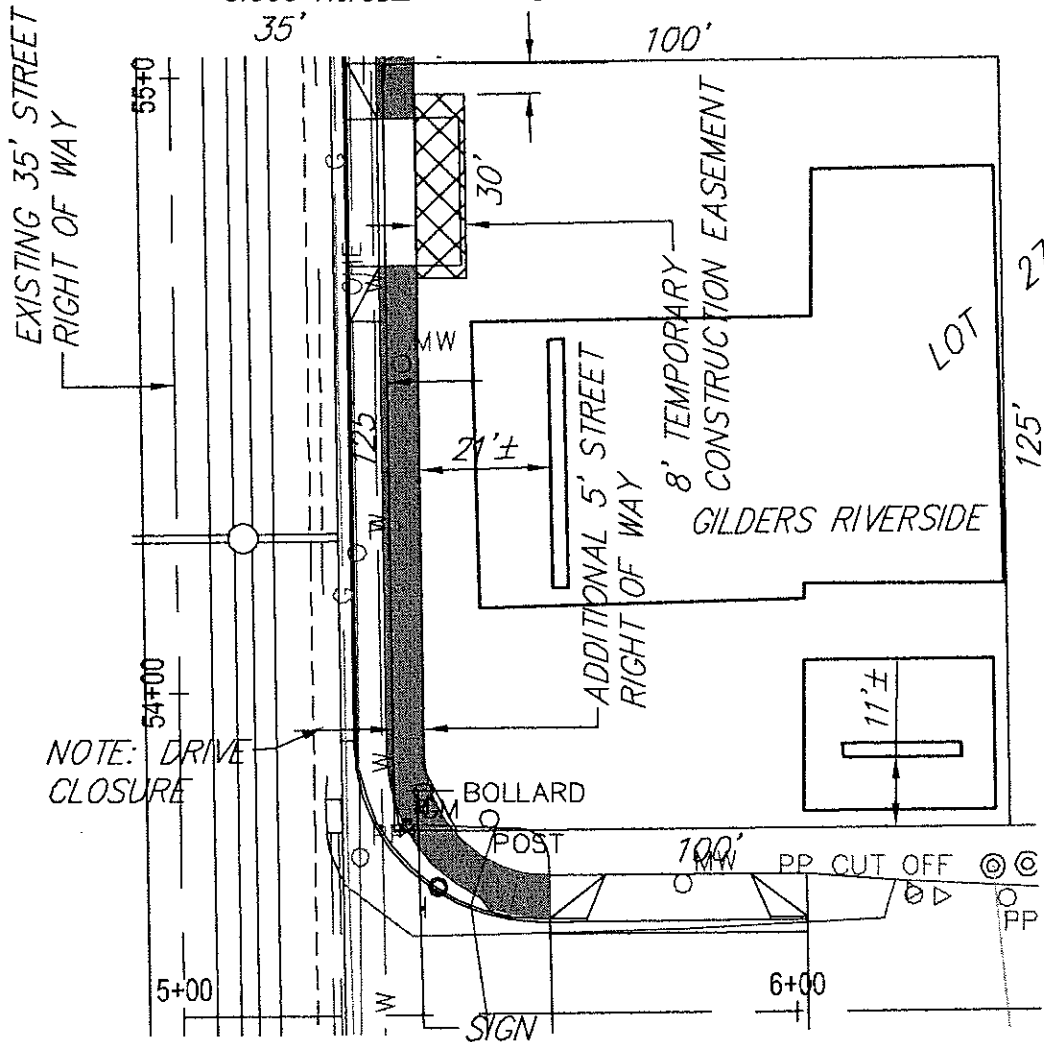
A 14125

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

Easement Area: 240 Sq. Ft.±
0.006 Acres±
35'



Ruggles & Bohm, P.A.

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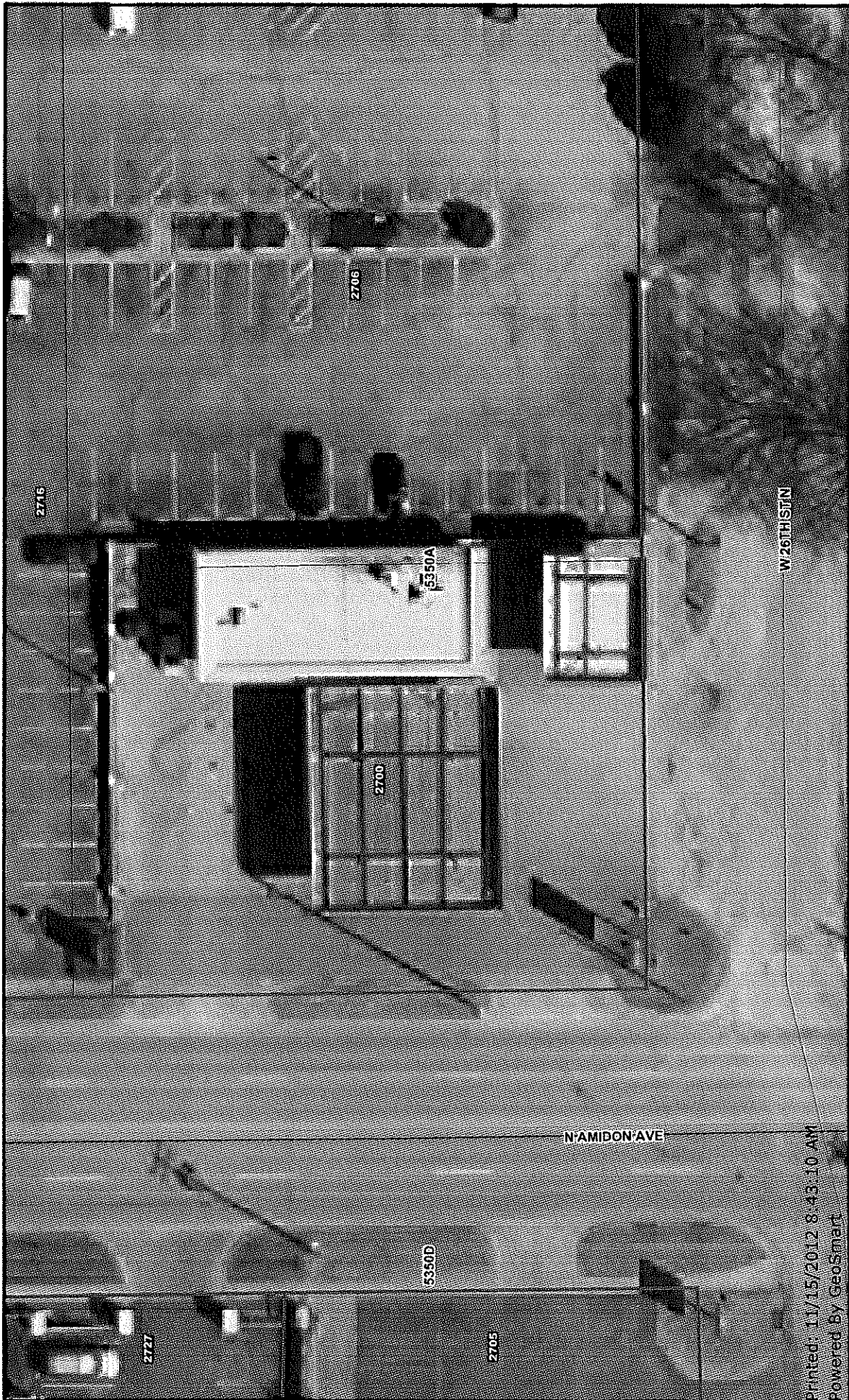


3647T



A 14125

2700 N Amidon



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Powered By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g., Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Emergency Solutions Grant Budget Adjustment

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve a budget adjustment for the 2012-2013 Emergency Solutions Grant program, and authorize the amendments to the funding agreement.

Background: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 created the Emergency Solutions Grant (ESG). Eligible activities in the ESG program include homeless assistance, homeless prevention, rapid re-housing, and homeless management information system administration. The HEARTH Act also provides a maximum of 7.5% for program administration.

Analysis: The City of Wichita received an Emergency Solutions Grant (ESG) allocation of \$223,388 for the 2012-13 program year. The City contracted with the Center of Hope to administer the homeless prevention component of the ESG. The total amount of funds allocated for homeless prevention included in this contract was \$68,164 which included \$43,535 from the 2012-2013 allocation and a supplemental amount of \$24,629 from a prior allocation. The 2012-2013 amount allocated for rapid re-housing activities was \$28,440 and is being administered by the City of Wichita.

Expenditures for rapid re-housing activities are proceeding at a faster pace than homeless prevention which reflects a greater need to move homeless families into permanent housing in the community. There are no funds remaining for rapid re-housing activities, while \$56,151 remains for prevention activities.

The HEARTH Act requires the active involvement of the local Continuum of Care in decisions related to implementation of the ESG. A subcommittee of the Continuum of Care was designated to make recommendations for Emergency Solutions Grant funding at the local level. Based on the current rate of spending, staff recommended to the subcommittee that homeless prevention funding be reduced by \$15,000 and that the rapid re-housing funding be increased by that amount. The subcommittee endorsed the staff recommendation. Additionally, staff is recommending an extension of the funding agreement with the Center of Hope so that remaining funds can be utilized for homeless prevention services.

Financial Considerations: All funds associated with this action are Federal. No General funds are involved.

Legal Considerations: The Law Department has approved the funding agreement amendments as to form.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustment for the 2012-2013 Emergency Solutions Grant program, and authorize amendments to the funding agreement.

Attachments: Center of Hope Contract Amendment

**Second Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Center of Hope, Inc.**

THIS CONTRACT AMENDMENT is executed this 17th day of September, 2013 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the Center of Hope, Inc., (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, on December 18, 2012 the City of Wichita allocated \$68,164 in ESG funds for the execution of a Contract Agreement with Subrecipient for the approved activity; and

WHEREAS, on January 1, 2013, the above named entities were parties to a Contract Agreement with the caption as above set out and which details an award in the amount of \$67,290; and

WHEREAS, on January 16, 2013, the above named parties amended said Contract for the purposes of correcting the funding amount to be \$68,164, which is consistent with the allocation approved by City Council;

WHEREAS, on September 17, 2013, the above named parties now wish to amend said Contract for the purposes of reducing the funding amount by \$15,000 to increase funds available for rapid re-housing activities, and extending the end-date to increase the period of time during which funds may be expended;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, Commencement and Completion, Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending **December 31, 2013**.

Close-out period: Final accomplishment and outcome reports are due to the City by **January 1, 2014**.

Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **January 31, 2014**.

- Part A, Compensation and Use of Funds, Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed **\$53,164** and must be drawn on a regular basis.

Closeout Reimbursement: Closeout billings are to be submitted by **January 31, 2014**.

- Part A, Project Evaluation, Final Accomplishment Reports: The final report will be due **January 31, 2014**, or the date of final reimbursement, whichever is sooner
- Part B, Performance Period: January 1, 2013 through **December 31, 2013**.

Contract Period: January 3, 2013 through **January 31, 2014**.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to **\$53,164**, the Subrecipient will provide rent and/or utility assistance for eligible families. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of the combined total of **\$53,164** are the responsibility of the Subrecipient.

Therefore a minimum match of **\$53,164** must be documented.

- Part C, Federal Budget Form – Federal contributions Original Budget revised to **\$53,164**.

SUBRECIPIENT

George Dinkel
Center of Hope, Inc.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
AUGUST 2013

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Actuarial Consulting Services for Wichita Employees Retirement Systems and Police and Fire Retirement Systems	8/31/2014	Cavanaugh Macdonald Consulting, LLC	Finance	9/1/2012 - 8/31/2013	3 - 1 year options
Applicant Tracking Software System (Electronic)	8/31/2014	GovernmentJobs.com, Inc. dba NEOGOV	Human Resources	9/1/2009 - 8/31/2010	Last option
Batteries, Flashlight	8/31/2014	Star Electric Supply, Inc.	Various	9/1/2012 - 8/31/2013	1 - 1 year option
Cement, Portland	8/31/2014	M6 Concrete Accessories Co., Inc.	Public Works & Utilities	9/7/2012 - 8/31/2013	1 - 1 year option
Delinquent Account Collections	8/31/2014	Professional Finance Company, Inc.	Finance Dept., Public Works & Utilities Dept. &	9/1/2012 - 8/31/2013	2 - 1 year options
Electrical Repairs	8/31/2014	Shelley Electric, Inc.	Various	9/1/2012 - 8/31/2013	1 - 1 year option
Fire Sprinkler Systems Testing	8/31/2014	Simplex Grinnell LP	Public Works & Utilities	9/1/2011 - 8/31/2012	Last option
Fire Systems Inspection to Halon 1301	8/31/2014	Simplex Grinnell, LP	Public Works & Utilities	9/1/2011 - 8/31/2012	Last option
HVAC Equipment	8/31/2014	Ferguson Enterprises, Inc.	Housing and Community Services	9/1/2011 - 8/31/2012	Last option
Janitorial Services - Property and Evidence	8/31/2014	Able Janitorial, Inc.	Police	9/1/2011 - 8/31/2012	Last option
Joint Pipe and Accessories - Restrained	8/31/2013	Water Products, Inc.	Public Works & Utilities	9/13/2011 - 8/31/2012	1 - 1 year option
Laser Printer Maintenance	8/31/2014	KK Office Solutions, Inc.	IT / IS	9/13/2011 - 8/31/2012	Last option
Lime Sludge Residuals Removal - Dry	8/31/2014	S. L. Cornelsen Farms, Inc. dba South Central Kansas Lime	Public Works & Utilities	8/3/2011 - 8/31/2012	2 - 1 year options
Lime Sludge Residuals Removal - Liquid	8/31/2014	AG Services, Inc.	Public Works & Utilities	8/3/2011 - 8/31/2012	2 - 1 year options
Manhole Rehabilitation Material	8/31/2014	Action Products Marketing Corp DBA AP/M Permaform	Public Works & Utilities	9/13/2011 - 8/31/2012	Last option
Paging Service (One Way)	8/31/2014	American Messaging Services, LLC	IT / IS	9/1/2012 - 8/31/2013	1 - 1 year option
Parking - Operation & Management of City of Wichita Parking Garages & Lots	8/31/2014	The Car Park, Inc	City Manager's Office	9/01/2010-08/31/2011	1 - 1 year option
Police Leather Accessories - Group 4	8/31/2014	Lawmen's & Shooters' Supply, Inc.	Police & Airport	9/1/2012 - 8/31/2013	1 - 1 year option
Police Leather Accessories - Groups 1 and 2	8/31/2014	Baysinger Police Supply, Inc.	Police & Airport	9/1/2012 - 8/31/2013	1 - 1 year option
Police Leather Accessories - Groups 3, 6, 7, 8 & 10	8/31/2013	Alamar Uniforms Company	Police & Airport	9/1/2012 - 8/31/2013	2 - 1 year options
Police Leather Accessories - Groups 5 and 9	8/31/2014	GT Distributors Inc.	Police & Airport	9/1/2012 - 8/31/2013	1 - 1 year option
Scrap Metal	8/31/2014	Wichita Iron & Metal Inc.	Various	9/1/2011 - 8/31/2012	Last option
Ultraviolet Light Replacement Equipment for Sewage Treatment Plant 2 Disinfection System and Cowskin Creek Water Quality Reclamation Facility	8/31/2014	Ray Lindsey Company	Public Works & Utilities	9/1/2012 - 8/31/2013	Annual basis
Uniforms - Airport Utility	8/31/2014	Industrial Uniform Co., LLC dba Logo Depot	Airport	8/28/2012 - 8/31/2013	1 - 1 year option
Uniforms for Public Works & Utilities, Various Water Divisions	8/31/2014	Industrial Uniform Co., LLC dba Logo Depot	Public Works & Utilities	9/1/2012 - 8/31/2013	1 - 1 year option
Vending Services for Wichita Transit	8/31/2014	Premier Food Service, Inc.	Wichita Transit	9/1/2011 - 8/31/2012	Last option
Wastewater Products for Odor Control	8/31/2013	NRP Group, Inc.	Public Works & Utilities	6/15/2010 - 5/31/2011	Last option

**PROFESSIONAL CONTRACTS UNDER \$25,000
AUGUST 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR AUGUST 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Request for an Extension of the Letter of Intent for the Issuance of Health Care Facilities Revenue Bonds (Larksfield Place) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the extension of the Letter of Intent.

Background: On April 2, 2013, the City Council approved a six month Letter of Intent to Larksfield Place for the issuance of Health Care Facilities Revenue Bonds in an amount not to exceed \$30 million. Bond proceeds will be used to refund the 1999 and 2007 bonds and to finance construction and renovation of approximately 10,000 square feet of its facilities located at 2828 N. Gouverneur. Larksfield Place is requesting a six month extension of the Letter of Intent through April 2, 2014.

Analysis: Larksfield Place is requesting a six month extension of the Letter of Intent to allow additional time to market its bonds. Larksfield attempted to place its bonds earlier this year but due to a soft market for the bonds, it was unable to underwrite the entire amount. HJ Sims, the marketing agent, stated that there would be a better opportunity to market the bonds after the year end financials for Larksfield Place were available for review following its fiscal year end in June.

Financial Considerations: Larksfield Place agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual Industrial Revenue Bond (IRB) administrative fee for the term of the bonds. Larksfield Place is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore no tax exemption is requested in connection with the issuance of Health Care Facilities Revenue Bonds.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by Bond Counsel. The final form of bond documents are subject to review and approval by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the six month extension of the Letter of Intent.

Attachments: Letter of Intent Extension Request



September 3, 2013

Mr. Allen Bell
Director of Urban Development
City of Wichita, Kansas
455 N. Main, 13th Floor
Wichita, KS 67202

Dear Mr. Bell,

On April 3, 2013, Mayor Carl Brewer executed a letter of intent to issue City of Wichita Health Care Facilities Revenue Bonds in an amount not to exceed \$30,000,000 in accordance with action taken by the City Council at its regular meeting held on April 2, 2013. This letter is to formally request an extension of the City's letter of intent for an additional six months to April 2, 2014.

As you may recall, the primary purpose of the Bonds was to enable Larksfield Place Retirement Communities, Inc. to refund the outstanding Series IV, 2007 and Series I, 1999 revenue bonds, and to fund an expansion project in the amount of approximately \$3,000,000. Unfortunately, external economic factors beyond the control of Larksfield Place created some historically difficult conditions in the bond markets in early June, as our underwriters were attempting to market and sell the bonds to investors. Presently, those market conditions have not substantially improved, and interest rates have climbed to the point that any potential realizable savings from the refunding have been eroded.

Larksfield Place has moved forward with the construction project scheduled to be funded with a portion of the new bonds, utilizing a short-term line of credit and internal cash reserves in the interim to pay for costs of construction. We are hopeful that the bond markets will stabilize and that interest rates will return to the point where we can reasonably place the issue, however we cannot be certain that this will occur prior to the letter of intent's current expiration date of October 2, 2013.

We will continue to comply with all of the obligations and requirements as outlined in the letter of intent. We would appreciate your consideration of our request to extend the City's letter of intent to April 2, 2014, as we continue to work with our underwriters and the City's bond counsel to finish this process.

Respectfully submitted,

Tim Nikkel
Chief Financial Officer
Larksfield Place Retirement Communities, Inc.

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

SUBJECT: Acceptance of a State Historic Preservation Grant to provide a steel window repair workshop. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Accept the State Historic Preservation Grant and authorize the City Manager to sign the Project Agreement.

Background: The Historic Preservation Office applied for and has been notified that the City has been awarded a \$14,000 grant to host a five-day steel window repair workshop for homeowners and contractors in the Wichita community. The grant covers the cost of a recognized professional steel window conservator to conduct the training. There will be no registration fee charged to attendees. A nominal fee will be assessed to pay for on-site lunches, refreshments and materials for the workshop attendees.

Analysis: This workshop will be the first steel window repair workshop offered in Kansas. Many residential and the majority of commercial/industrial buildings constructed between 1935 and 1963 have steel casement windows. This workshop will provide training so that property owners can do their own window maintenance and an economic opportunity for local contractors who are involved with historic rehabilitation tax credit projects.

Financial Consideration: Although the application shows the required local match as “cash,” it is actually all staff time. As per the grant application instructions, paid staff time is documented as “cash” match rather than “in-kind” match. The Historic Preservation Senior Planner will oversee the project and staff time will provide the match for the grant. This grant is consistent with the approved operating and capital budgets. The local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The project agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council accept the grant award and authorize the City Manager to sign the project agreement.

Attachment: Kansas Historical Society FY2013 Historic Preservation Fund Grant Project Agreement for Steel Window Repair Five-Day Workshop.

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this _____ day of _____, 2013 by and between the **City of Wichita, Kansas**, (hereinafter Subgrantee”), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter “SHPO”).

WHEREAS, the Subgrantee has applied for and been awarded a **\$14,000** Historic Preservation Fund grant from SHPO to undertake a project to **host a five-day workshop educating attendees about the repair of historic steel and aluminum windows in the Subgrantee’s community;**

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee shall follow all requirements in the “Historic Preservation Grants Manual” prepared by the National Park Service, and the “Historic Preservation Fund (HPF) Grant Guide” prepared by SHPO; and

WHEREAS, the Subgrantee shall follow the conditions and requirements governing National Park Service grants as outlined herein; and,

WHEREAS, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMEDa. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to **August 13, 2013**, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by **July 31, 2014**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

October 31, 2013	Seek out and contact workshop provider(s)
December 31, 2013	Set dates for workshop / Finalize agreement with provider(s)
February 28, 2014	Complete brochure text and outline web-based promotions
March 31, 2014	Registration begins / promotions underway
June 30, 2014	Host five-day workshop
July 31, 2014	Submit completion report and all final products to SHPO

b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

- (1) The Subgrantee will hire a consultant / provider to conduct a five-day workshop to teach attendees about the appropriate methods of repairing and restoring historic steel and aluminum windows including demonstrations of proper removal, weatherization, and reinstallation of window sashes;**
- (2) Subgrantee shall utilize local historic properties, with the permission of property owners, for on-site demonstrations when possible;**
- (3) The Subgrantee shall provide regular monthly reports and a Completion Report as outlined in SHPO's State of Kansas "HPF Grant Guide." The report shall be submitted within 30 days after the project work is completed. This final report shall accompany a brief article suitable for possible publication in the *Kansas Preservation* newsletter outlining the results of the project.**

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **\$23,365.00**. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to **\$14,000.00** ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than **\$9,333.00** ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. Project Budget

		Match		In-Kind		Federal		Total
Salaries								
Administrator	\$	8,760.00	\$	0.00	\$	0.00		8,760.00
Planning Division Mngr		605.00		0.00		0.00		605.00
Consultant		0.00		0.00		14,000.00		14,000.00
Total	\$	9,365.00	\$	0.00	\$	14,000.00	\$	23,365.00

No billing will be reimbursed without completion of one or more of the specific products described below along with documentation of the expenditures associated. The project products include:

1. **Four copies of the workshop program and/or registration materials (two of these may be in electronic format submitted on two separate compact discs);**
2. **A completion report accompanying an article suitable for possible publication in the *Kansas Preservation* newsletter.**

A maximum of **fourteen thousand dollars (\$14,000.00)** in federal funds shall be reimbursed upon SHPO receipt and approval of all products noted above.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Part 4.)

f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTSa. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit four copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

b. Right of SHPO Use

SHPO reserves the non-exclusive right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATIONa. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be made available to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

V. PROHIBITION OF LOBBYING**a. Federal Requirements**

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT**a. SHPO Approval Required**

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110. Reference also the HPF Grant Guide.

VII. TERMINATION OF CONTRACT**a. Basis of Termination**

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Grant Guide."

VIII. CIVIL RIGHTS ACT COMPLIANCE**a. Required Form**

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE**a. Claims are Responsibility of Subgrantee**

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

X. AMENDMENT**a. Request**

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

XI. CONTRACTURAL PROVISIONS ATTACHMENT

The Provisions found in Contractural Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION
OFFICER

Signature of Authorized
Representative of Subgrantee

Date

Typed name and title of signatory

Date

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions -- (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions -- (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements -- Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) -- See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters--
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Page 7 of 8

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Acceptance of a State Historic Preservation Grant to provide a five-day steel window repair workshop. (All Districts)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Report No. II-12

City of Wichita City Council Meeting September 17, 2013

TO: Mayor and City Council

SUBJECT: Acceptance of a Historic Preservation Fund Grant to continue South Central Neighborhood Building Survey (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Accept the Historic Preservation Fund grant and authorize the City Manager to sign the Project Agreement.

Background: The Historic Preservation Office has been awarded a grant in the amount of \$24,999 to survey and document 275 buildings in the South Central Neighborhood in District III. In 2010, the City was awarded a grant to begin surveying the South Central Neighborhood and 381 structures were documented. The survey area is bounded by Morris on the north, the Arkansas River on the west, Mead Street on the east and Bayley Street on the south.

Analysis: This survey will identify properties eligible for historic preservation financial incentives and lay the basic groundwork for future redevelopment in the area. Some re-investment is already occurring south of Kellogg. Having a completed building survey of this area will fast-track any projects that might require federal permits or use federal funds.

Financial Consideration: Although the application shows the required local match as “cash,” it is actually all staff time. As per the grant application instructions, paid staff time is documented as “cash” match rather than “in-kind” match. The Historic Preservation Senior Planner will oversee the project and staff time will provide the match for the grant. This grant is consistent with the approved operating and capital budgets. The local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Legal Consideration: Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council accept the Historic Preservation Fund grant award and authorize the City Manager to sign the Project Agreement.

Attachment: Kansas Historical Society FY2013 Historic Preservation Fund Grant Project Agreement for South Central Area 2 Survey.

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this _____ day of _____, 2013 by and between the **City of Wichita, Kansas**, (hereinafter Subgrantee"), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter "SHPO").

WHEREAS, the Subgrantee has applied for and been awarded a **\$24,999** Historic Preservation Fund grant from SHPO to undertake a **project to continue survey of historic buildings and structures in the South Central Neighborhood of Wichita, KS;**

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee shall follow all requirements in the "Historic Preservation Grants Manual" prepared by the National Park Service, and the "Historic Preservation Fund (HPF) Grant Guide" prepared by SHPO; and

WHEREAS, the Subgrantee shall follow the conditions and requirements governing National Park Service grants as outlined herein; and,

WHEREAS, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMEDa. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to **August 13, 2013**, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by **July 31, 2014**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

September 30, 2013	Post RFP for consultant
November 30, 2013	Select and hire consultant
December 31, 2013	Subgrantee and consultant coordinate project parameters with SHPO staff
January 31, 2014	Surveying begins
April 30, 2014	Field work & research completed by consultant
May 31, 2014	Upload all survey data to the Kansas Historic Resources Inventory (KHRI) for first 100 properties and notify SHPO staff
June 30, 2014	Upload all survey data to the Kansas Historic Resources Inventory (KHRI) for second 100 properties and notify SHPO staff
July 31, 2014	Upload all survey data to the Kansas Historic Resources Inventory (KHRI) for last 75 properties and notify SHPO staff / Submit draft survey report
August 31, 2014	Meet with SHPO staff to discuss survey findings / Final public meeting / Submit article for <i>Kansas Preservation</i> newsletter

September 30, 2014 Submit completion report, final survey report, and all products to SHPO

b. Scope of Work

The Subgrantee shall use grant funds to implement the activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

- (1) The Subgrantee shall hire a consultant to complete an intensive-level survey of historic resources (approximately 275) in the South Central Neighborhood of Wichita, KS in Area #2 as identified in the 2013 HPF grant application from the City of Wichita;;**
- (2) The Subgrantee and the hired consultant shall coordinate with SHPO staff before beginning the survey field work to make sure that the planned level of description, photographic documentation, and research will be sufficient to meet SHPO survey requirements;**
- (3) Consultant shall record and upload complete inventory forms to the Kansas Historic Resources Inventory (KHRI) online database in batches of approximately 100 records at a time and shall notify SHPO staff when the inventory forms are ready for review. All inventory records shall be completed as outlined in the *HPF 2013 Grant Products Manual* and *HPF Grant-Funded Survey Requirements FY2013* ;**
- (4) Consultant shall produce a draft survey report meeting the requirements outlined in the *HPF 2013 Grant Products Manual* and submit it to SHPO for review;**
- (5) Consultant shall meet with SHPO once all inventory forms and a draft survey report have been reviewed, to discuss findings and recommendations;**
- (6) The Subgrantee shall conduct a minimum of two public meetings during the grant period and shall produce a brief article about the results of the project suitable for possible publication in the *Kansas Preservation* newsletter;**
- (7) Consultant shall submit digital copies of images and site plans as well as a digital and hard copies of the survey report, all of which meet the requirements outlined in the *HPF 2013 Grant Products Manual* and *HPF Grant-Funded Survey Requirements FY2013*, to the SHPO;**
- (8) The Subgrantee shall provide regular monthly reports and a Completion Report as outlined in SHPO's "2013 Historic Preservation Fund Grant Guide." The report shall be submitted within 30 days after the project work is completed.**

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **\$42,129.00**. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to **\$24,999.00** ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than **\$16,666.00** ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the conditions found in this agreement. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. Project Budget

		Match		In-Kind		Federal		Total
Salaries								
Administrator	\$	10,367.00	\$	0.00	\$	0.00		10,367.00
GIS Planning Aide		4,948.00		0.00		0.00		4,948.00
Plans Div. Manager		1,815.00		0.00		0.00		1,815.00
Consultant		0.00		0.00		24,999.00		24,999.00
Total	\$	17,130.00	\$	0.00	\$	24,999.00	\$	42,129.00

No billing will be reimbursed without completion of one or more of the specific products described below along with documentation of the expenditures associated. The project products include:

1. **Approximately 275 intensive-level inventory records complete and uploaded to KHRI along with accompanying digital images, site plans, and other products outlined in the *HPF Grant-Funded Survey Requirements FY2013* ;**
2. **Four copies of the final survey report (two of these shall be in electronic format submitted on two separate compact discs);**
3. **A Completion Report accompanying an article suitable for possible publication in the *Kansas Preservation* newsletter.**

A maximum of **ten thousand dollars (\$10,000.00)** in federal funds shall be reimbursed upon SHPO approval of all completed and uploaded inventory forms. The remaining **seven thousand one hundred thirty dollars (\$7,130.00)** in federal funds shall be reimbursed upon SHPO receipt and approval of the remaining products noted above and all completion report materials.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Part 4.)

f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

a. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit four copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

b. Right of SHPO Use

SHPO reserves the non-exclusive right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be made available to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members

of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110. Reference also the HPF Grant Guide.

VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Grant Guide."

VIII. CIVIL RIGHTS ACT COMPLIANCE

a. Required Form

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of

federal assistance should write to: Director, Office of Equal Opportunity, National Park Service,
1849 C Street, NWS, Washington, D.C. 20240.

IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE

a. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

X. AMENDMENT

a. Request

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

XI. CONTRACTURAL PROVISIONS ATTACHMENT

The Provisions found in Contractural Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION
OFFICER

Signature of Authorized
Representative of Subgrantee

Date

Typed name and title of signatory

Date

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas

(hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Page 7 of 8

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Acceptance of a Historic Preservation Fund Grant to continue South Central Neighborhood Building Survey (District III)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Report No. II-13

City of Wichita City Council Meeting September 17, 2013

TO: Mayor and City Council

SUBJECT: Acceptance of a Historic Preservation Fund Grant to Provide Training Scholarships for Historic Preservation Board Members and Staff (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Accept the Historic Preservation Fund grant award and authorize the City Manager to sign the Project Agreement.

Background: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. The City of Wichita Historic Preservation Office has been awarded a grant in the amount of \$5,115 to facilitate the attendance of Historic Preservation Board and Historic Preservation staff at the 2014 National Alliance of Preservation Commissions (NAPC) biennial conference in Philadelphia, Pennsylvania. The grant will cover registration, airfare and per diem costs for three people.

Analysis: The Certified Local Government program requires CLG designated communities to provide training to historic preservation board members. CLG communities provide annual reports documenting preservation activities at the local level and board member training to maintain the community's CLG status. Attendance at the biennial NAPC conference meets the requirement for CLG training.

Financial Consideration: The required local match would be documented volunteer hours, as "in-kind" and documented staff hours as cash match as per State Historic Preservation Office budget documentation requirement. This grant is consistent with the approved operating and capital budgets. The local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council accept the grant award and authorize the City Manager to sign the agreement.

Attachment: Kansas Historical Society FY2013 Historic Preservation Fund Grant Project Agreement for HPB Scholarships.

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this _____ day of _____, 2013 by and between the **City of Wichita, Kansas**, (hereinafter Subgrantee”), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter “SHPO”).

WHEREAS, the Subgrantee has applied for and been awarded a **\$5,115** Historic Preservation Fund grant from SHPO to **facilitate the attendance of approximately three people at the 2014 National Alliance of Preservation Commissions (NAPC) biennial *Forum* in Philadelphia, PA;**

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee shall follow all requirements in the “Historic Preservation Grants Manual” prepared by the National Park Service, and the “Historic Preservation Fund (HPF) Grant Guide” prepared by SHPO; and

WHEREAS, the Subgrantee shall follow the conditions and requirements governing National Park Service grants as outlined herein; and,

WHEREAS, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMEDa. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to **August 13, 2013**, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by **August 31, 2014**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

April 30, 2014	Finalize list of approximately three attendees
May 31, 2014	Make travel arrangements and register for the <i>Forum</i>
August 15, 2014	Attend the 2014 NAPC <i>Forum</i> in Philadelphia, PA (approximate date)
August 31, 2014	Submit completion report and all final products to SHPO

b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

- (1) The Subgrantee will consult with members of the Wichita Historic Preservation Board and its staff to determine who will be attending the Forum;
- (2) The Subgrantee will either facilitate registration and travel arrangements for the attendees or will direct the attendees to make their own arrangements pending reimbursement from the Subgrantee;
- (3) Attendees will travel to Philadelphia, PA and attend the core educational sessions of the 2014 NAPC Forum along with any other sessions or tours that they deem noteworthy;
- (4) Upon closing of the 2014 Forum and the return of attendees back to Wichita, the Subgrantee shall prepare a Completion Report as outlined in the SHPO's State of Kansas "HPF Grant Guide." The report shall be submitted within 30 days after the project work is completed. This final report shall accompany a brief article suitable for possible publication in the *Kansas Preservation* newsletter outlining the results of the project.

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **\$8,669.00**. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to **\$5,115.00** ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than **\$3,410.00** ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. Project Budget

		Match		In-Kind		Federal		Total
Salaries								
Administrator	\$	1,401.00	\$	0.00	\$	0.00		1,401.00
Volunteers		0.00		2,153.00		0.00		2,153.00
Registration		0.00		0.00		525.00		525.00
Hotel		0.00		0.00		2,250.00		2,250.00
Airfare		0.00		0.00		1,350.00		1,350.00
Per Diem		0.00		0.00		990.00		990.00
Total	\$	1,401.00	\$	2,153.00	\$	5,115.00	\$	8,669.00

No billing will be reimbursed without completion of one or more of the specific products described below along with documentation of the expenditures associated. The project products include:

1. **Reimbursement request with accompanying receipts and other documentation of attendance at the 2014 NAPC Forum (receipts are not required for per diem expenses);**
2. **A completion outlining the project's results and accompanying an article suitable for possible publication in the *Kansas Preservation* newsletter.**

A maximum of **five thousand one hundred fifteen dollars (\$5,115.00)** in federal funds shall be reimbursed upon SHPO receipt and approval of the products noted above.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Part 4.)

f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

a. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit four copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

b. Right of SHPO Use

SHPO reserves the non-exclusive right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be made available to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110. Reference also the HPF Grant Guide.

VII. TERMINATION OF CONTRACTa. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Grant Guide."

VIII. CIVIL RIGHTS ACT COMPLIANCEa. Required Form

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEEa. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

X. AMENDMENT

a. Request

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

XI. CONTRACTURAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION
OFFICER

Date

Signature of Authorized
Representative of Subgrantee

Typed name and title of signatory

Date

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas

(hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Page 7 of 8

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Acceptance of a Historic Preservation Fund Grant to provide training scholarships for Historic Preservation Board members and staff (All Districts)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
September 17, 2013**

TO: Mayor and City Council

SUBJECT: Bicycle Enhancement Projects (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Adopt the amending resolution and approve the revised budget.

Background: On August 6, 2013, the City Council approved concept design agreements for seven bicycle enhancement projects, as well as funding for the same, plus one additional project designed by City staff. The projects are as follows:

On-street bicycle facility improvements and related appurtenances along:

- 1st and 2nd streets;
- Market and Topeka;
- Woodchuck Bicycle Boulevard;
- Armour Bicycle Boulevard;
- Green Street, from Wichita State University to I-135 Path Connection;
- Sycamore Street;
- Mount Vernon Street;
- Continuation of the Redbud Multi-Use Path from Oliver to Woodlawn.

Analysis: The City was awarded \$279,469 in Community Transformation Grants (CTG) by the Greater Wichita YMCA Health & Wellness Coalition. Use of this grant funding is limited to costs associated with design. Award of the CTG funding requires the City to match a \$66,012 portion of the grant.

Projects receiving over \$100,000 of Federal funding that are programmed in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) will be assessed a TIP fee per the WAMPO Fiscal Agreement that the Wichita City Council approved on June 11, 2013. The TIP fee is equal to one percent of the amount of Federal construction funding. Five of the above projects have been assessed a TIP fee totaling \$17,007.

Financial Considerations: The 2011-2020 Adopted Capital Improvement Program includes \$500,000 in GO bond funding in 2013 for Bike Enhancement Projects, of which \$250,000 was approved for initiation on August 6, 2013. The remaining \$250,000 is requested at this time to cover TIP fees, consultant design fees, the required grant match, future construction costs, and Engineering staff, administration, and finance costs, making the full budget \$500,000. The project will be returned to City Council at a later date for initiation of the Federal construction funding.

Legal Considerations: The amending resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Amending resolution and budget sheet.

RESOLUTION NO. 13-175

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF ON-STREET BICYCLE FACILITY IMPROVEMENTS; AND REPEALING CERTAIN PREVIOUSLY ADOPTED RESOLUTIONS.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements as follows:

Design and construction of on-street bicycle facility improvements and related appurtenances along 1st and 2nd streets (472-85108); Market and Topeka (472-85109); Woodchuck Bicycle Boulevard (472-85110); Armour Bicycle Boulevard (472-85111); Green Street, from Wichita State University to I-135 Path Connection (472-85112); Sycamore Street (472-85113); Mount Vernon Street (472-85114); and the Continuation of the Redbud Multi-Purpose Path from Oliver to Woodlawn (472-85117)

(collectively, the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be completed at an aggregate estimated design and construction cost of \$500,000.

Section 2. Project Financing. The costs of the Project, interest on financing, and administrative and financing costs shall be payable from the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds authorized herein may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Repealer. Resolution Nos. 13-138, 13-139, 13-140, 13-141, 13-142, 13-143, 13-144 and 13-145 adopted on August 6, 2013, relating to the Project are hereby repealed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 17, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85108

COUNCIL DISTRICT: 13 Council Districts 1, 6

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 1st & 2nd Street On-Street Bike Lanes

OCA #: 707051

OCA TITLE: 1st & 2nd Street On-Street Bike Lanes

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$115,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$115,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$115,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$115,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85109

COUNCIL DISTRICT: 20 Council Districts 3, 6

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 02

PROJECT DETAIL DESCRIPTION: Market & Topeka On-Street Bike Lanes

OCA #: 707052

OCA TITLE: Market & Topeka On-Street Bike Lanes

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$105,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$105,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$105,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$105,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

ENGINEERING REFERENCE #: 472-85110

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 21 Council Districts 4, 5

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 03

PROJECT DETAIL DESCRIPTION: Woodchuck Bicycle Boulevard

OCA #: 707053

OCA TITLE: Woodchuck Bicycle Boulevard

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$125,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$125,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$125,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$125,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

08/28/13

DATE:

8/29/13

DATE:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85111

COUNCIL DISTRICT: 09 Council Districts 1, 2

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 04

PROJECT DETAIL DESCRIPTION: Armour Bicycle Boulevard

OCA #: 707054

OCA TITLE: Armour Bicycle Boulevard

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$45,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$45,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85112

COUNCIL DISTRICT: 10 Council Districts 1, 3

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 05

PROJECT DETAIL DESCRIPTION: Green St, WSU, I-135 Path Connection

OCA #: 707055

OCA TITLE: Green St, WSU, I-135 Path Connection

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$45,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$45,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$45,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DATE: 08/29/13

DEPARTMENT HEAD: 

DATE: 8/29/13

BUDGET OFFICER: 

DATE:

CITY MANAGER:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85113

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 06

PROJECT DETAIL DESCRIPTION: Sycamore Shared Lane Markings

OCA #: 707056

OCA TITLE: Sycamore Shared Lane Markings

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$25,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$25,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$25,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$25,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD:

DATE: 08/28/13

DEPARTMENT HEAD:

DATE: 8/29/13

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85114

COUNCIL DISTRICT: 10 Council Districts 1, 3

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 07

PROJECT DETAIL DESCRIPTION: Mt Vernon On-Street Bike Lanes

OCA #: 707057

OCA TITLE: Mt Vernon On-Street Bike Lanes

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$35,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$35,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$35,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$35,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

08/28/13

DATE:

8/29/13

DATE:

DATE:

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

ENGINEERING REFERENCE #: 472-85117

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: Sep 17, 2013

REQUEST DATE:

PROJECT #: 211516

PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL #: 08

PROJECT DETAIL DESCRIPTION: Redbud Multi-Use Path, Oliver to Woodlawn

OCA #: 707058

OCA TITLE: Redbud Multi-Use Path, Oliver to Woodlawn

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9720 G.O. Bonds	\$5,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$5,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$5,000.00

EXPENSE TOTAL: \$5,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE: 08/28/13

DEPARTMENT HEAD:

DATE: 8/24/13

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

**CITY OF WICHITA
City Council Meeting**

September 17, 2013

TO: Mayor and City Council Members
SUBJECT: Weapons Destruction
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 24 long guns and 57 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

JULY 2013 LONG GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	09C039617	MOSSBERG	702 PLINKSTER	EFL253767	22	RI
2	09C036822	NORINCO	MAK90	9302485	762	RI
3	09C033100	WARDSWESTERNFIELD	87SBB7TA		22	RI
4	09C036790	H&R INC	TOPPER 158	AG215611	410	SS
5	09C035975	ITHACA	LIGHTING	S7328567	12	SI
6	09C031453	NEW ENGLAND ARMS	PARDNERSB1	NB357904	12	SS
7	09C031938	COAST TO COAST	CC880	G404389	20	SP
8	09C028095	REMINGTON	1100	N004149V	12	SI
9	09C038411	OLYMPIC ARMS MULTI 2	MFR	KJ1490		RI
10	09C033791	CHINESE SKS		9148943	762	RI
11	09C024394	BENELLI	NOVA	Z254838	12	SP
12	09C036790	REVELATION	120		22	RI
13	09C024562	REMINGTON	597	A2666105	22	RI
14	09C030719	SKS		1621587	762	RI
15	09C028095	MOSSBERG	NEW HAVEN 600AT	H115275	12	SP
16	09C025754	ARMS CORPORATION	20P	AP220066	22	RI
17	09C027828	REVELATION	150M	72198064	22	RI
18	09C026832	MARLIN	60	01082162	22	RI
19	09C037112		7843			SS
20	09C026832	H & R	TOPPER MODEL P	BB490372	12	SS
21	09C027718	RUGER	10/22	25735040	22	RI
22	09C034863	WESTERNFIELD	M550AL	H027359	12	SP
23	09C026392	REMINGTON	870		16	SP
24	00C102339	MCMEACHAM ARMS		72007	12	SE
25						
26						

JULY 2013 HAND GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	7.0 00C056661	LORCIN	L380	070552	380	PI
2	09C035114	H & R	929SIDEKICK	V3763	22	PR
3	09C036190	TAURUS	050485	AX86259	38	PR
4	09C034391	KEL-TEC	P11	A8Q70	9	PI
5	09C039609	TAURUS	PT111PRO	TBW83614	9	PI
6	09C037313	IJA&C	555A	B18806	32	PR
7	09C036042	TAURUS	PT145PRO	NZD09460	45	PI
8	09C036204	ROHM	66	1B18990	22	PR
9	09C036351	STAR	STARFIRE30MI	1846537	9	PI
10	09C036978	TITAN	25	ED13131	25	PI
11	09C036831	DM PRODUCT INC		0039261	22	PR
12	09C039572	PHOENIX ARMS	HP22A	4231830	22	PI
13	09C034337	BRYCO ARMS	25	1532386	25	PI
14	09C037582	BRYCO ARMS	JENNINGS 59	756031	9	PI
15	09C034125	SMITH & WESSON	36	451095	38	PR
16	09C037071	RUGER	SECURITYSIX	15164427	357	PR
17	09C037605	COBRA	380	FS016114	380	PI
18	09C026523	TAURUS	PT111	16781	9	PI
19	09C037313	H&R	922	AM50193	22	PR
20	09C039360	RAVEN ARMS	MP25	1261697	25	PI
21	09C033860	NORINCO	213	703292	9	PI
22	09C039004	TAURUS	ULTRA LITE	VH37912	38	PR
23	09C024866	H&R	THE AMERICAN	839	38	PR
24	09C035460	JIMENEZ ARMS	JA380	066585	380	PI
25	7.0 97C127405	H&R	929	BB033507	22	PR
26	09C029448	HOPKINS & ALLEN	XL DOUBLE ACTION	9046	22	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	09C028848	H&R	922	C7413	22	PR
28	09C032884	ARMINIUS	HW7	807428	22	PR
29	09C031124	RIGARMI	BRESCLA	56749	25	PI
30	09C024718	BRYCO ARMS	BRYCO38	1342478	380	PI
31	09C027683	RUGER	P90DC	66185783	45	PI
32	09C024562	TAURUS	PT92AFS	TAR98482	9	PI
33	09C024758	TANFOGLIO	TA76	C49483	22	PR
34	09C026392	RUGER	P94	34072394	40	PI
35	09C039320	SMITH & WESSON	639	A813883	9	PI
36	09C024562	BERSA	THUNDER 380	987306	380	PI
37	09C032625	HI POINT	JCP	X760876	40	PI
38	09C025498	BERSA	THUNDER 380	987757	380	PI
39	09C026392	BRYCO ARMS	BRYCO 38	1324974	380	PI
40	09C023518	RG	RG31	0085074	38	PR
41	09C024562	BERSA	THUNDER 380	987756	380	PI
42	09C028672	JENNINGS	BRYCO 59	783609	9	PI
43	09C024152	JIMENEZ ARMS	JA380	081687	380	PI
44	09C025871	JIMENEZ ARMS	JANINE	073182	9	PI
45	09C028172	HI POINT	JHP	X416837	45	PI
46	09C023573	HI POINT	JCP	X776267	40	PI
47	09C029228	RAVEN ARMS	MP25	1518879	25	PI
48	09C029342	BROWNING	HI POWER	163934	9	PI
49	09C029358	HI POINT	JCP	X73956	40	PI
50	09C025653	STOEGER ARMS	LUGER	83159	22	PI
51	09C024860	DAVIS IND	P380	AP329764	380	PI
52	09C024860	DAVIS IND	P380	AP400423	380	PI

2
Guns
in comp

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	09C029872	JENNINGS	BRYCO 58	968596	9	PI
54	09C026005	SMITH & WESSON	SW9VE	RAU3857	9	PI
55	09C024718	HI POINT	CF380	P871905	380	PI
56	09C028168	BRYCO ARMS	JENNINGS NINE	1395544	9	PI
57	09C025137	BRYCO-GGRENDDEL PARTS OF 2 GUNS	38/P10	1204807/NONE	38/380	PI
58						
59						
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Second Reading Ordinances for September 17, 2013 (first read on September 10, 2013)

A. Public Hearing and Issuance of Health Care Facility Revenue Bonds, Via Christi Health, Inc. (District V)

ORDINANCE NO. 49-571

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE HEALTH CARE FACILITY REVENUE BONDS, SERIES IX, 2013 (CORNERSTONE ASSISTED LIVING, INC.) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$12,750,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) PURCHASE, ACQUIRE, CONSTRUCT, EQUIP, INSTALL, AND FURNISH A SKILLED NURSING FACILITY, AND (2) PAY CERTAIN COSTS OF ISSUANCE; AUTHORIZING EXECUTION OF A TRUST INDENTURE BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND CORNERSTONE ASSISTED LIVING, INC.; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BETWEEN THE CITY, CORNERSTONE ASSISTED LIVING, INC. AND VIA CHRISTI HEALTH, INC., AS ORIGINAL PURCHASER OF THE BONDS; AND APPROVING THE FORM OF A GUARANTY AGREEMENT BY CORNERSTONE ASSISTED LIVING, INC.

B. Amendment to Section 1.04.070 of the Code of the City of Wichita Regarding Municipal Court Costs and Fees.

ORDINANCE NO.49-573

AN ORDINANCE AMENDING SECTION 1.04.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS AND WITNESS FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTION.

C. 2013 Biennial Bridge Inspections.

ORDINANCE NO. 49-574

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY THE COSTS OF A CITY-WIDE STRUCTURAL INVENTORY AND APPRAISAL OF 297 BRIDGES (472-85118); AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE.

D. Reconstruction of 21st Street North Bridge at Derby Refinery (District VI)

ORDINANCE NO. 49-575

AN ORDINANCE DECLARING 21ST STREET NORTH BRIDGE AT DERBY REFINERY (472-85120) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

E. Reconstruction of Douglas Bridge at Linden (District II)

ORDINANCE NO. 49-576

AN ORDINANCE DECLARING THE DOUGLAS BRIDGE AT LINDEN (472-85119) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

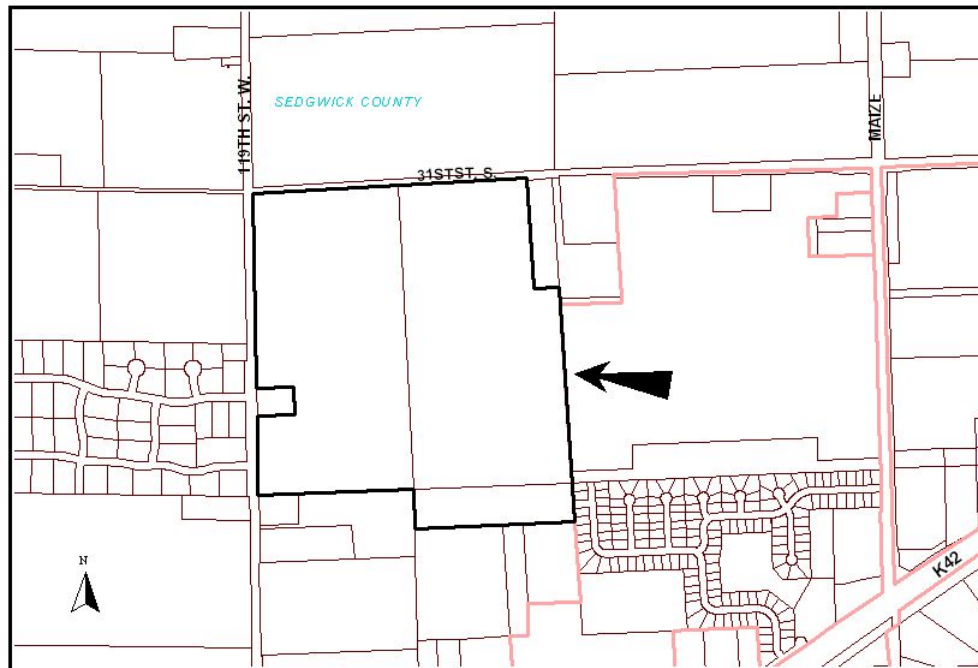
SUBJECT: SUB2011-00011 -- Plat of Skyway West 2nd Addition located on the southeast corner of 31st Street South and 119th Street West (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 165.10 acres, was annexed into Wichita in January 2012. A zone change (ZON2010-00039) has been approved from SF-20 Single-family Residential to IP Industrial Park. The plat is subject to a Protective Overlay (PO #247) addressing uses, setbacks and access.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and traffic improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Notice of Protective Overlay and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Restrictive Covenant.
Notice of Protective Overlay.
Ordinance.
Resolutions.

COPY

CERTIFICATE OF PETITION

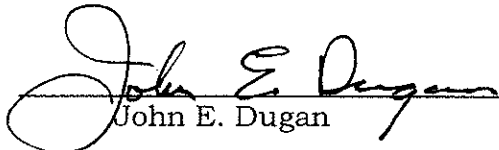
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, John E. Dugan and Marilyn K. Dugan, husband and wife, the John E. Dugan Family Partnership, L.P., a Kansas Limited Partnership, and Christopher Dugan, a single person, owners of SKYWAY WEST 2ND ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

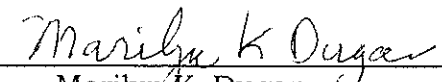
1. Sanitary Sewer Improvements
2. Water Line Improvements
3. Left and Right Turn Lane Improvements on 119th St. W.

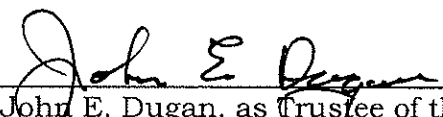
As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Skyway West 2nd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

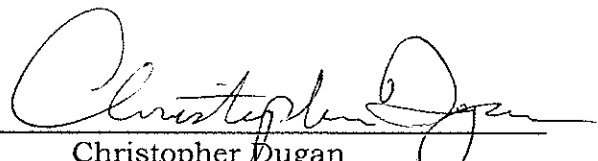
Signed this 19th day of August, 2013.


John E. Dugan

John E. Dugan Family Partnership, L.P.


Marilyn K. Dugan

By: 
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

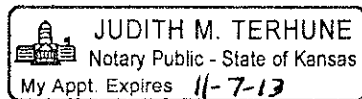

Christopher Dugan

Certificate of Petition
Page 2 of 3

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan and Marilyn K. Dugan, husband and wife, personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



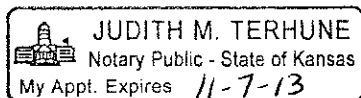
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1,
Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited partnership,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

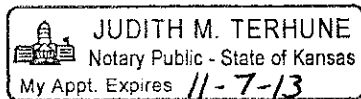
(My Appointment Expires: 11-7-13)

Certificate of Petition
Page 3 of 3

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Christopher Dugan, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 19th day of August, 2013, by John E. Dugan and Marilyn K. Dugan, husband and wife, the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, and Christopher Dugan, a single person, hereinafter called "Declarants",

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

SKYWAY WEST 2ND ADDITION

Lot 1, Block A

WHEREAS, Declarants are desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C" and "D", Skyway West 2nd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarants hereby declare and covenant:

1. That Reserves "A" and "D" are reserved for open space, landscaping, berms, lakes, drainage purposes, and utilities as confined to easements.

Reserves "B" and "C" are reserved for open space, landscaping, berms, lakes, and drainage purposes.

2. Reserves "A", "B", "C", and "D" shall be owned and maintained by the owner/owners of Lot 1.

3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarants or the Lot Owners, as may be appropriate, have failed to maintain the reserves in a reasonable and prudent manner.

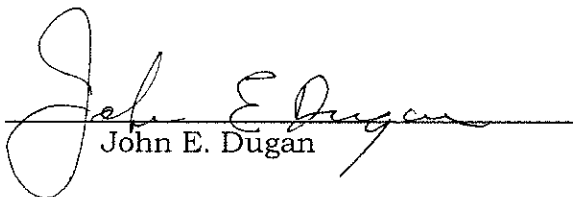
and,

B. That the appropriate governing body has given written notice to the Declarants or the Lot Owners and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarants or Lot Owners shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, in Skyway West 2nd Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

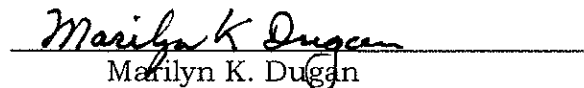
This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in SKYWAY WEST 2ND ADDITION, Wichita, Sedgwick County, Kansas.

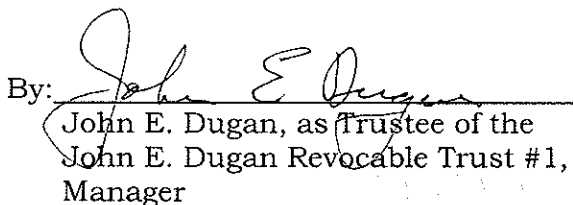
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

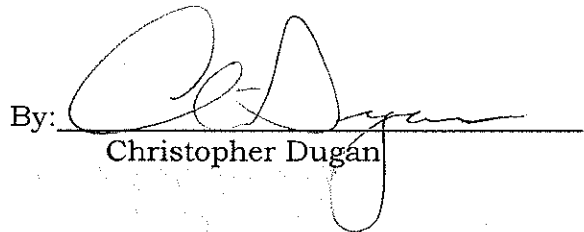
EXECUTED the day and year first written.


John E. Dugan

John E. Dugan Family Partnership, L.P.


Marilyn K. Dugan

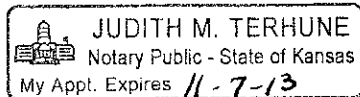
By: 
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

By: 
Christopher Dugan

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan and Marilyn K. Dugan, husband and wife, personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



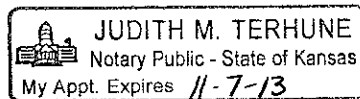
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1,
as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited
partnership, personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of the same
on behalf, and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



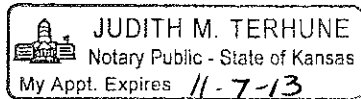
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Christopher Dugan, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 19th day of August, 2013 by John E. Dugan and Marilyn K. Dugan, husband and wife, the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, and Christopher Dugan, a single person, hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

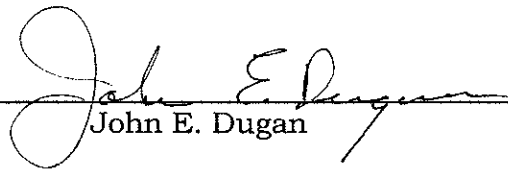
Lot 1, Block A,
SKYWAY WEST 2ND ADDITION,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.


NOW, THEREFORE, the Declarants give notice that the approved protective overlay (P-O #247) per zone change case ZON2010-00039 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Skyway West 2nd Addition.

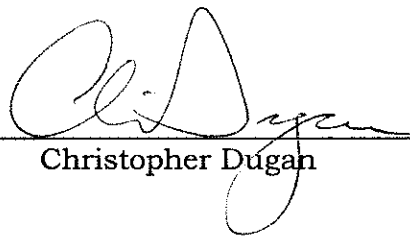
EXECUTED the day and year first written above.


John E. Dugan


Marilyn K. Dugan

John E. Dugan Family Partnership, L.P.

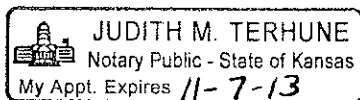
By: 
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

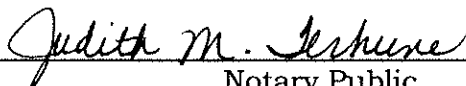
By: 
Christopher Dugan

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan and Marilyn K. Dugan, husband and wife, personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



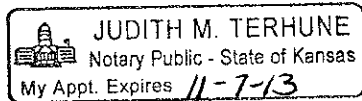

Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1, as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



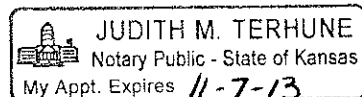
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Christopher Dugan, a single person, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

(OCA150004)

Published in The Wichita Eagle on September 27, 2013

ORDINANCE NO. 49-575

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2010-00039

Zone change request from SF-20 Single-family Residential ("SF-20") to IP Industrial Park ("IP"), on property described as:

Skyway West 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southeast corner of 31st Street South and 119th Street West.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY #247:

1. A building setback of 100 feet shall be provided where the property line abuts residential zoning and the north and west property line.
2. The following uses shall be prohibited: Auditorium or Stadium; Animal Care; Convenience Store; Recycling Processing Center; Restaurants with drive-through or in-car service and with more than 2,000 square feet gross floor area; Tattooing and Body Piercing
3. Preferred access shall be provided by local street/roads intersecting with the arterial streets, with points of access not being located directly across from residential streets and driveways, and with provision of left-turn and right-turn lanes at each point of intersection with the major street network, and with final determination at time of platting.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24th day of September, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on September 20, 2013

RESOLUTION NO. 13-176

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90604 (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST)** PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90604 (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90604 (south of 31st St. South, east of 119th St. West)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Forty Thousand Dollars (\$340,000)** exclusive of the cost of interest on borrowed money, with **75.06** percent payable by the improvement district and **24.94** percent payable by the City of Wichita from Water Department Water Utility Improvement funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Sixty-Four Thousand Nine Hundred Ninety-Five Dollars (\$164,995).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY WEST 2ND ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, SKYWAY WEST 2ND ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on September 20, 2013

RESOLUTION NO. 13-177

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **LEFT TURN LANE IMPROVEMENTS IN 119TH ST. WEST FROM THE NORTH LINE OF THE PLAT TO THE SOUTH LINE OF THE PLAT, AND RIGHT TURN LANE IMPROVEMENTS IN 119TH ST. WEST TO SERVE THE NORTH 3 MAJOR ENTRANCES (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 472-85121** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **LEFT TURN LANE IMPROVEMENTS IN 119TH ST. WEST FROM THE NORTH LINE OF THE PLAT TO THE SOUTH LINE OF THE PLAT, AND RIGHT TURN LANE IMPROVEMENTS IN 119TH ST. WEST TO SERVE THE NORTH 3 MAJOR ENTRANCES (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 472-85121** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **left turn lane improvements in 119th St. West from the north line of the plat to the south line of the plat, and right turn lane improvements in 119th St. West to serve the north 3 major entrances (south of 31st St. South, east of 119th St. West) 472-85121.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Twenty-Two Thousand Dollars (\$222,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY WEST 2ND ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, SKYWAY WEST 2ND ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 17th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on September 20, 2013

RESOLUTION NO. 13-178

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 6, MAIN 5, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 468-84907** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 6, MAIN 5, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 468-84907** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 6, Main 5, Cowskin Interceptor Sewer, (south of 31st St. South, east of 119th St. West) 468-84907**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Four Thousand Dollars (\$64,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Three Hundred Seventeen Thousand Two Hundred Ninety-Eight Dollars (\$317,298).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY WEST 2ND ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, **SKYWAY WEST 2ND ADDITION** shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
September 17, 2013

TO: Mayor and City Council

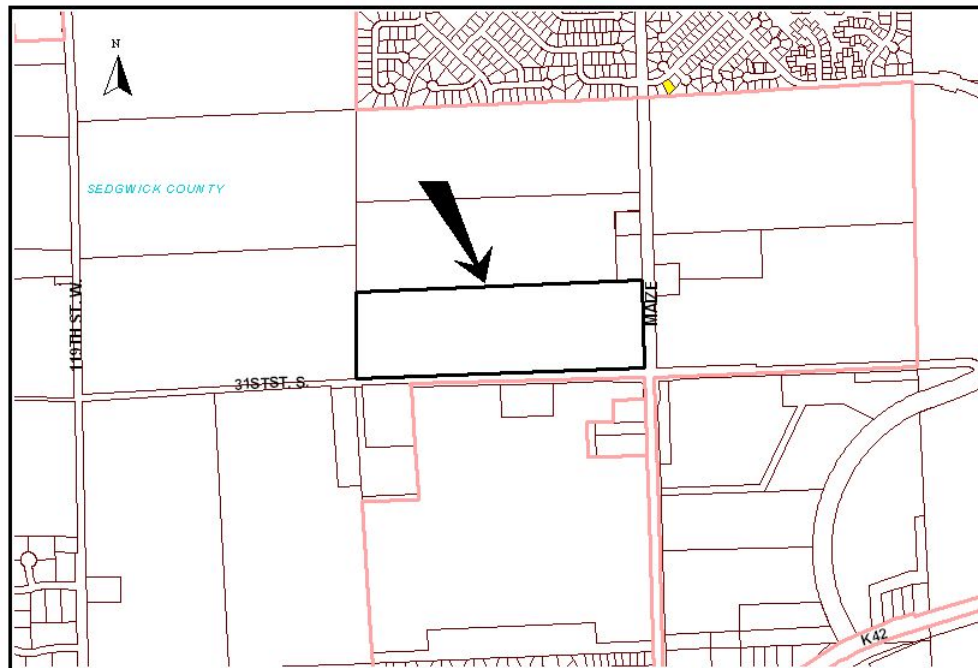
SUBJECT: SUB2011-00012 -- Plat of Skyway West 3rd Addition located on the northwest corner of 31st Street South and Maize Road (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 55.47 acres, was annexed into Wichita in January 2012. A zone change (ZON2010-00039) has been approved from SF-20 Single-family Residential to IP Industrial Park. The plat is subject to a Protective Overlay (PO #247) addressing uses, setbacks and access.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and traffic improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property. The applicant has submitted a Drainage Easement as requested by the City's Stormwater Engineer for off-site drainage.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Notice of Protective Overlay and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Restrictive Covenant.
Notice of Protective Overlay.
Drainage Easement.
Ordinance.
Resolutions.

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, the John E. Dugan Family Partnership, L.P., a Kansas Limited Partnership, owners of SKYWAY WEST 3RD ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Line Improvements
3. Left and Right Turn Lane Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Skyway West 3rd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 19th day of August, 2013.

John E. Dugan Family Partnership, L.P.

By: _____

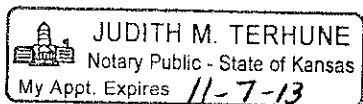
John E. Dugan
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1,
as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited
partnership, personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of the same
on behalf, and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 19th day of August, 2013, by the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

SKYWAY WEST 3RD ADDITION

Lot 1, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", Skyway West 3rd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is reserved for open space, landscaping, berms, entry monuments, signs, lakes, private drives, access purposes as confined to easement, drainage purposes, and utilities as confined to easements.

Reserve "B" is reserved for open space, landscaping, berms, signs, lakes, private drives, access purposes as confined to easement, drainage purposes, and utilities as confined to easements.

2. Reserves "A" and "B" shall be owned and maintained by the owner of Lot 1.

3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

and,

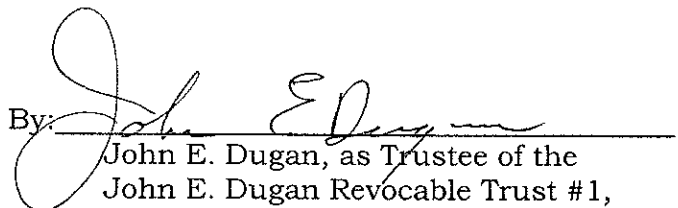
B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, in Skyway West 3rd Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in SKYWAY WEST 3RD ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

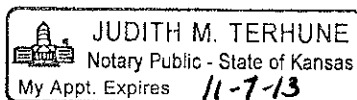
John E. Dugan Family Partnership, L.P.

By: 
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1,
as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited
partnership, personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of the same
on behalf, and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 19th day of August, 2013, by the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lot 1, Block A,
SKYWAY WEST 3RD ADDITION,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarant is desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #247) per zone change case ZON2010-00039 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Skyway West 3rd Addition.

EXECUTED the day and year first written above.

John E. Dugan Family Partnership, L.P.

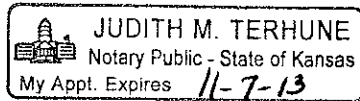
By: 

John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1,
as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited
partnership, personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of the same
on behalf, and as the act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

DRAINAGE EASEMENT

This EASEMENT made this 28th day of August, 2013, by and between the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, party of the first part, and the City of Wichita of the second part.

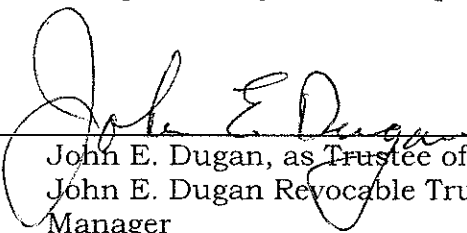
WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

That part of Lot 1, Block A, Skyway West Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at the most northerly northwest corner of said Lot 1; FIRST COURSE, thence S02°29'59"E along the west line of said Lot 1, and along the west line of a 75.00 foot drainage easement as granted in said Skyway West Addition, 348.35 feet to the intersection with the south line of said 75.00 foot drainage easement, and for a point of beginning; SECOND COURSE, thence continuing S02°29'59"E along the west line of said Lot 1, 733.80 feet to a deflection corner in said west line; THIRD COURSE, thence S89°59'12"W along the west line of said Lot 1, 537.88 feet to a deflection corner in said west line; FOURTH COURSE, thence S02°29'57"E along the west line of said Lot 1, 75.07 feet to a point 75.00 feet normally distant southerly of the previously described THIRD COURSE; FIFTH COURSE, thence N89°59'12"E parallel with the previously described THIRD COURSE, and as extended easterly, 612.95 feet to a point 75.00 feet normally distant easterly of the southerly extension of the previously described SECOND COURSE; SIXTH COURSE, thence N02°29'59"W parallel with the previously described SECOND COURSE, 812.13 feet to a point on the south line of said 75.00 foot drainage easement; SEVENTH COURSE, thence S87°30'01"W along the south line of said 75.00 foot drainage easement, 75.00 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, and accessing said drainage system.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

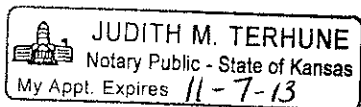
John E. Dugan Family Partnership, L.P.

By: 
John E. Dugan, as Trustee of the
John E. Dugan Revocable Trust #1,
Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 28th day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, as Trustee of the John E. Dugan Revocable Trust #1, as Manager of the John E. Dugan Family Partnership, L.P., a Kansas limited partnership, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited partnership.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.




Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:


Gary E. Rebenstorf, City Attorney

Published in The Wichita Eagle on September 27, 2013

ORDINANCE NO. 49-580

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2010-00039

Zone change request from SF-20 Single-family Residential ("SF-20") to IP Industrial Park ("IP"), on property described as:

Skyway West 3rd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the northwest corner of 31st Street South and Maize Road.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY #247:

1. A building setback of 100 feet shall be provided where the property line abuts residential zoning and the north and west property line.
2. The following uses shall be prohibited: Auditorium or Stadium; Animal Care; Convenience Store; Recycling Processing Center; Restaurants with drive-through or in-car service and with more than 2,000 square feet gross floor area; Tattooing and Body Piercing
3. Preferred access shall be provided by local street/roads intersecting with the arterial streets, with points of access not being located directly across from residential streets and driveways, and with provision of left-turn and right-turn lanes at each point of intersection with the major street network, and with final determination at time of platting.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24th day of September, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on September 20, 2013

RESOLUTION NO. 13-179

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90605 (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST)** PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90605 (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90605 (south of 31st St. South, east of 119th St. West)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Four Thousand Dollars (\$204,000)** exclusive of the cost of interest on borrowed money, with **76.47** percent payable by the improvement district and **23.53** percent payable by City of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Forty-Five Thousand Four Hundred Ninety-Six Dollars (\$45,496).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWEST 3RD ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, SKYWAY WEST 3RD ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on September 20, 2013

RESOLUTION NO. 13-180

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 5, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 468-84908** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 7, MAIN 5, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF 119TH ST. WEST) 468-84908** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 7, Main 5, Cowskin Interceptor Sewer, (south of 31st St. South, east of 119th St. West) 468-84908**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Thousand Dollars (\$300,000)** exclusive of the cost of interest on borrowed money, with **83.20** percent payable by the improvement district and **16.80** percent payable by the City of Wichita from Water and Sewer Department Sewer Utility Improvement funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Eighty-Seven Thousand Four Hundred Ninety-Two Dollars (\$87,492).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY WEST 3RD ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, SKYWAY WEST 3RD ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

Wichita, Kansas
September 16, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 9, 2013, were read and on motion approved.

Bids were opened September 13, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE DIVISION: Liquid Deicer for Runway Use.

Nachurs Alpine Solutions Corp.* - \$51,654.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 16, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

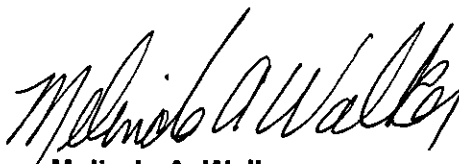
August 30, 2013

Liquid Deicer for Runways – Wichita Airport Authority/Airfield Maintenance Division

Nachurs Alpine Solutions Corp. (Deferred from September 9, 2013) (Per Gallon)

\$4.3045

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

ep.wichita.gov**Bid Results**[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB340165 Liquid Deicer for Runway
Use****Close Date/Time: 8/30/2013 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Airport Operations****Responses: 4**

Vendors	Complete	Bid Total	City Comments
<u>NACHURS ALPINE SOLUTIONS CORP</u>	Complete	\$51,654.00	Award to 9/17/13 Wichita Airport Authority/Airfield Maintenance Division
<u>GENERAL ATOMICS INT'L SERVICES CORP</u>	Complete	\$53,760.00	
<u>LNT SOLUTIONS, INC.</u>	Complete	\$61,560.00	
<u>SOUTHWEST PAPER COMPANY INC</u>	In- Complete	\$0.00	

[Top of the Page](#)



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Bid Results
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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line**Solicitation: FB340165 Liquid Deicer for Runway Use****Close Date/Time: 8/30/2013 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Airport Operations****Responses: 4****Go to: 001****Line 001** Liquid chemical Deicer for runway use, delivered and pumped into tanks. Potassium Acetate Base Fluid Solution. No substitutions. Manufacturer: _____ Product #: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
NACHURS ALPINE SOLUTIONS CORP	12000	Gallon	\$4.3045	\$51,654.00	Complete	Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions Group. 1000093, Alpine RF-11
GENERAL ATOMICS INT'L SERVICES CORP	12000	Gallon	\$4.4800	\$53,760.00	Complete	Pricing will be firm for 6 months and adjust thereafter per escalating/de-escalating clause. Pricing for shipments in truckload quantities of approximately 4,400 gallons.
LNT SOLUTIONS, INC.	12000	Gallon	\$5.1300	\$61,560.00	Complete	We will send all related product documents via Federal Express. Bidding GEN 2 Runway Deicing Fluid. Approved to SAE/AMS1435C. 50% PA by Weight.

SOUTHWEST PAPER COMPANY
INC**No Bid.****[Top of the Page](#)**

POWERED BY

